



State of New Hampshire
Department of Health and Human Services

HJT
47

NEW HAMPSHIRE HOSPITAL

Nicholas A. Toumpas
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

SOLE SOURCE
RETROACTIVE

November 14, 2013

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

57.18% Other funds
29.32% General funds
13.5% Federal funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enter into a **retroactive and sole source** amendment to an existing Agreement (Purchase Order #1025006) with Sodexo Operations, LLC (Sodexo), 9801 Washington Boulevard, Gaithersburg, MD 20978, vendor number 177776. The purpose of this amendment is to continue to provide for the purchase of food and food related products and the lease of services, systems and equipment for New Hampshire Hospital's food and nutrition and environmental services departments by increasing the Price Limitation by \$963,686, from \$5,338,418 to \$6,302,104 and extending the completion date from June 30, 2013 to June 30, 2014 retroactively to July 1, 2013. Governor and Council approved the original agreement on June 25, 2008, Item 195 and subsequently approved on June 8, 2011, Item 139. Funds are available in the following account for State Fiscal Year 2014:

05-95-94-940010-8410 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT

Class/ Account	Class Title	Fiscal Year	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
102-500731	Contracts for Program Services	2009	\$ 1,125,763	\$0	\$ 1,125,763
102-500731	Contracts for Program Services	2010	\$ 1,157,662	\$0	\$ 1,157,662
102-500731	Contracts for Program Services	2011	\$ 1,190,593	\$0	\$ 1,190,593
102-500731	Contracts for Program Services	2012	\$920,000	\$0	\$920,000
102-500731	Contracts for Program Services	2013	\$944,400	\$0	\$944,400
102-500731	Contracts for Program Services	2014	\$0	\$963,686	\$963,686
	Total		\$ 5,338,418	\$963,686	\$6,302,104

EXPLANATION

This one-year **retroactive and sole source amendment** is for the continued provision of food and food related products for New Hampshire Hospital Food and Nutrition Department, which serves the patient population at the Acute Psychiatric Service building, as well as the on-site cafeterias. The reason for **sole source** is to allow the department to issue a new RFP with more detailed specifications to encourage more bidders to respond. The reason for **retroactive** is due to time needed to negotiate this amendment following an unsuccessful RFP release. As a result of its international purchasing power Sodexo can provide quality food and food related products consistently at reasonable costs. This purchasing power allows consistent prices month-to-month, therefore limiting any sudden/unexpected rise of food prices. Sodexo also provides environmental services equipment to the New Hampshire Hospital at cost. In addition, contracting with Sodexo offers many advantages including access to its management consultants who provide expertise in the areas of optimization of staff resources, management efficiency, menu and nutrition planning and staff training.

Should Governor and Council determine to deny this request, New Hampshire Hospital would rely on statewide contracted vendors to provide food and food-related products. This would not be cost effective for several reasons. Statewide contracted vendors order by the month with high minimums. New Hampshire Hospital does not have the storage capacity to accommodate such purchasing and would risk food expirations. Statewide contracted vendors also go out to bid each month, so there would be no price stability on main food items. New Hampshire Hospital must comply with the Hazard Analysis Critical Control Point System and the Joint Commission for hospital accreditation; relying upon statewide contracted vendors would make it difficult for New Hampshire Hospital to comply with these regulations. It would be difficult, if not nearly impossible, to obtain the services, equipment and training currently provided by Sodexo. Continuity of operations would be disrupted, resulting in a decrease in the quality of nutrition. The patients of New Hampshire Hospital have therapeutic dietary needs that must be provided. The therapeutic and rehabilitative services of patients would be negatively impacted.

A Request for Proposals for providing these services was posted on the New Hampshire Department of Health and Human Services website from March 29, 2013 through Friday, May 3, 2013, was published in the Union Leader on April 2 through April 4, 2013, and five (5) Requests for Proposals were mailed to known vendors who provide this service. Sodexo was the only vendor to attend the Technical Conference on April 10, 2013. One (1) response was received as a result of this Request for Proposals from the current provider, Sodexo.

It is the Department's intention to reissue the Request for Proposal prior to the expiration of this amendment. The new Request for Proposal will be enhanced to include more descriptive quantities and qualities of product requirements, with the desire to attract more bidders.

Area served: statewide.

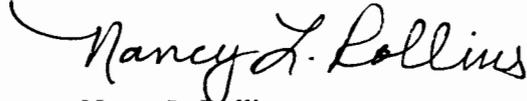
Source of funds: The source of funds for appropriation number 010-094-8410-102-500731 is 57.18% Agency Income/Other Funds, 29.32% General Funds and 13.5% Federal Funds.

In the event that Federal or Other Funds become no longer available, General Funds will not be requested to support this contract.

Respectfully submitted,

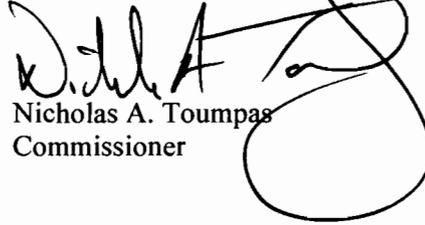


Robert J. MacLeod, DHA, FACHE
Chief Executive Officer



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 31st day of October, by and between the State of New Hampshire acting by and through the Department of Health and Human Services, New Hampshire Hospital (hereinafter referred to as the "Hospital") and Sodexo Operations, LLC with a place of business at 9801 Washington Boulevard, Gaithersburg, MD, 20878, (hereinafter referred to as the "Provider").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement"), dated the 14th day of May 2008, subsequently amended the 4th day of May 2011, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Hospital of certain sums as specified therein;

WHEREAS, pursuant to the provisions of Exhibit C-1 item 8 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification by the Governor and Council, or amendment;

WHEREAS, the Provider and the Hospital have agreed to amend the Agreement in certain respects;

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

1. Amendment and Modification of Agreement:

The Agreement is hereby amended as follows:

- A. Amend Section 1.6 of the General Provisions (Completion Date) of the contract to change the date from June 30, 2013 to June 30, 2014.
- B. Amend Section 1.8 of the General Provisions (Price Limitation) of the contract to increase the price limitation by \$963,686, from \$5,338,418 to \$6,302,104.
- C. Amend Exhibit B-2, Method of Payment, by replacing it with the attached Exhibit B-3, Method of Payment.

Contractor Initials: ES
Date: 10/31/13

AMENDMENT--Page 2

2. Effective Date of Amendment:

Upon approval of this Amendment by the Governor and Council of the State of New Hampshire, this retroactive Amendment shall take effect on 1st day of July, 2013.

3. Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

SODEXO OPERATIONS LLC

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE HOSPITAL**

By: 
SIGN NAME

By: 
Robert J. MacLeod, DHA, FACHE
Chief Executive Officer

Jennifer Bonilla
PRINT NAME

Date: 11-14-13

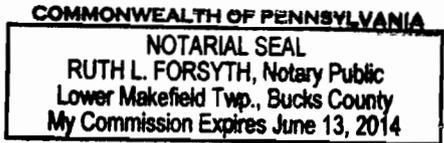
Division President
TITLE
(Name and Title of Person
Authorized to Sign)

Contractor Initials: 
Date: 10/31/13

AMENDMENT--Page 3

State of Pennsylvania
County of Bucks

On this 31st day of October, 2013, before me, Jennifer Bonilla, the undersigned officer, personally appeared Jennifer Bonilla, who acknowledged (him/her)self to be the Division President of Sodexo Operations, LLC, and that (s)he, as such Jennifer Bonilla, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the organization by (him/her)self as J Bonilla.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ruth L. Forsyth
Notary Public/Justice of the Peace

My Commission expires: June 13, 2014

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: M.K. Bism
Assistant Attorney General

Date: Nov. 17, 2013

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting held on the _____ day of _____, 20____.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

Date: _____

Contractor Initials: JB

Date: 10/31/13

**EXHIBIT B-3
METHOD OF PAYMENT &
BUDGET SUMMARY
FOOD AND NUTRITION SERVICES
SFY 2014**

1. An invoice delineating all Contractor costs and fees shall be submitted to the Hospital's Director of Financial Services after the close of each monthly accounting period.
2. Upon approval of the Hospital's Director of Financial Services or designee, the Hospital shall pay the Contractor invoice within thirty (30) days.
3. Under no circumstances shall payment under this contract exceed \$6,302,104.

BUDGET SUMMARY

	Totals for	SFY 2014	TOTAL CONTRACT
	7/01/11 to 6/30/13	7/01/13 to 6/30/14	7/01/08 to 6/30/14
Food & Nutrition	\$5,132,823	\$937,901	6,070,724
Allowances:			
Uniforms	\$160,000	\$20,000	180,000
E/S Equipment	\$45,595	\$5,785	51,380
Total Allowances:	\$205,595	\$25,785	231,380
Total Contract	\$5,338,418	\$963,686	\$6,302,104

Contractors Initials: *US*

Date: 7/31/13



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDD/YYYY)
10/31/2013

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Sodexo, Inc. and Its Subsidiaries 9801 Washingtonian Boulevard Suite 1012 Gaithersburg MD 20878-5355 USA	INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
	INSURER B:	New Hampshire Ins Co	23841
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570051862965** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL5094676 SIR applies per policy terms & conditions	06/01/2013	06/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 SIR \$1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC049901044 AOS WC049901048 CA	06/01/2013 06/01/2013	06/01/2014 06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire New Hampshire Hospital 36 Clinton Street Concord NH 03301 USA	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 <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570051862965



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Sodexo, Inc. and Its Subsidiaries	
POLICY NUMBER See Certificate Number: 570051862965			
CARRIER See Certificate Number: 570051862965	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		WC049901049 FL	06/01/2013	06/01/2014	
B		N/A		WC049901050 MA, ND, WA, WI, WY	06/01/2013	06/01/2014	
B		N/A		WC049901046 IL, KY, NC, NH, UT, VT	06/01/2013	06/01/2014	
B		N/A		WC049901047 NJ, PA	06/01/2013	06/01/2014	
B		N/A		WC049901045 AK, AZ, GA, VA	06/01/2013	06/01/2014	



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Sodexo, Inc. and Its Subsidiaries	
POLICY NUMBER See Certificate Number: 570051862965			
CARRIER See Certificate Number: 570051862965	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

Designation of Additional Insureds. It is agreed that, with respect to the insurance afforded by the above referenced policies, excluding workers' Compensation and Employer's Liability, the provisions of the policy designating who is insured thereunder have been amended to include any person or organization, the "Additional Insured", for whom the Named Insured agrees in writing to procure liability insurance, provided: a) The coverage and limits of liability afforded to such "Additional Insured" apply only to the extent required by the agreement, but in no event for coverage not afforded by the policy, nor for limits of liability greater than the insurer's liability stated in the policy declarations; b) The inclusion of more than one insured shall not increase the limits of the insurer's liability; and c) The designation hereunder of the "Additional Insured" as an insured shall be null and void during the term of any separate liability insurance policy not listed herein and procured by the Named Insured for such "Additional Insured".

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 Sodexo Operations, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on December 27, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April, A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



Nicholas A. Toumpas
Commissioner

Robert J. MacLeod
Chief Executive Officer

State of New Hampshire
Department of Health and Human Services

NEW HAMPSHIRE HOSPITAL

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

May 10, 2011

Approved by G & C

Date 6-8-11

Item# 139

Initial JG-KO

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to exercise a renewal option (Purchase Order #1002326) with Sodexo Operations, LLC (Sodexo), 9801 Washington Boulevard, Gaithersburg, MD 20978, vendor number 177776, to provide the purchase of food and food related products and the lease of services, systems and equipment for New Hampshire Hospital's food and nutrition and environmental services departments by increasing the Price Limitation by \$1,864,400.00, from \$3,474,018.00 to \$5,338,418.00 and extending the completion date from June 30, 2011 to June 30, 2013 effective July 1, 2011 or date of Governor and Council approval, whichever is later. Governor and Council approved the original agreement on June 25, 2008, Item 195. Funds are anticipated to be available in the following account for State Fiscal Year 2012 and State Fiscal Year 2013 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust amounts between State Fiscal Years if needed and justified:

05-95-94-940010-8410 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT

Fiscal Year	Class/ Object	Class Title	Job Number	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
2009	102-500731	Contracts for Program Services	94026400	\$ 1,125,763.00	\$0.00	\$ 1,125,763.00
2010	102-500731	Contracts for Program Services	94026400	\$ 1,157,662.00	\$0.00	\$ 1,157,662.00
2011	102-500731	Contracts for Program Services	94026400	\$ 1,190,593.00	\$0.00	\$ 1,190,593.00
2012	102-500731	Contracts for Program Services	94026400	\$0.00	\$920,000.00	\$920,000.00
2013	102-500731	Contracts for Program Services	94026400	\$0.00	\$944,400.00	\$944,400.00
		Total		\$ 3,474,018.00	\$1,864,400.00	\$5,338,418.00

EXPLANATION

This contract is for the continued provision of food and food related products for New Hampshire Hospital Food and Nutrition Department, which serves the patient population at the Acute Psychiatric Service building, as well as the on-site cafeteria. As a result of its international purchasing power Sodexo can provide quality food and food related products consistently at reasonable costs. This purchasing power allows consistent prices month-to-month, therefore limiting any sudden/unexpected rise of food prices. Sodexo also provides environmental services equipment to the New Hampshire Hospital at cost. In addition, contracting with Sodexo offers many advantages including access to its management consultants who provide expertise in the areas of optimization of staff resources, management efficiency, menu and nutrition planning and staff training.

This contract amendment represents a twenty-three percent (23%) decrease in cost from State Fiscal Year 2011 to State Fiscal Year 2012. The decrease is the result of New Hampshire Hospital's decreased census due to the closure of Unit I in January, 2011, the closure of the Anna Philbrook Center in June, 2010, and the reduced bed count from 200 beds to 160 beds. New Hampshire Hospital has also undertaken two cost saving initiatives to achieve this decrease: reducing the number of yearly Sodexo management consultant visits to New Hampshire Hospital and reducing the number of daily higher-end cost meal options offered in the cafeteria. Neither of these options affected the quality of care provided to patients. This agreement also includes a three percent (3%) cost-of-living increase in State Fiscal Year 2013 due to commodity price increases.

Should Governor and Council determine to deny this request, New Hampshire Hospital would rely on statewide contracted vendors to provide food and food-related products. This would not be cost effective for several reasons. Statewide contracted vendors order by the month with high minimums. New Hampshire Hospital does not have the storage capacity to accommodate such purchasing and would risk food expirations. Statewide contracted vendors also go out to bid each month, so there would be no price stability on main food items. New Hampshire Hospital must comply with the Hazard Analysis Critical Control Point System and the Joint Commission for hospital accreditation; relying upon statewide contracted vendors would make it difficult for New Hampshire Hospital to comply with these regulations. It would be difficult, if not nearly impossible, to obtain the services, equipment and training currently provided by Sodexo. Continuity of operations would be disrupted, resulting in a decrease in the quality of nutrition. The patients of New Hampshire Hospital have therapeutic dietary needs that must be provided. The therapeutic and rehabilitative services of patients would be negatively impacted.

A Request for Proposals for providing these services was posted on the New Hampshire Department of Health and Human Services website from March 6, 2008 through April 4, 2008, and five (5) Requests for Proposals were mailed to known vendors who provide this service. Two (2) responses were received as a result of this Request for Proposals: one was from the current provider, Sodexo, of Gaithersburg, MD; the other was from Nayyarsons Corporation of Waynesville, GA.

A team of five (5) reviewers from New Hampshire Hospital evaluated the proposals and scored them according to the criteria as defined in the Request for Proposals. The highly experienced team was comprised of New Hampshire Hospital's Director of Food and Nutrition Services, Director of Environmental Services, Director of Finance and Support Operations, Financial Manager, and Business Administrator. Points were awarded based on: (a) corporate/fiscal strength; (b) references; (c) competitive cost structure, and (d) quality of the proposal. Sodexo met all requirements of the Request for Proposals, scored the highest number of points, and was the lowest bidder. Therefore, New Hampshire Hospital awarded the contract to Sodexo. Sodexo has provided food and nutrition services to New Hampshire Hospital since 1988 and New Hampshire Hospital continues to be satisfied with the excellent services being provided. The bid summary is attached.

As specified in Exhibit C-1 of the agreement and the Governor and Council Request approved on June 25, 2008, this agreement has the option to renew for an additional two years pending availability of funding, the

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 10, 2011
Page 3 of 3

agreement of the parties, and approval by Governor and Council. New Hampshire Hospital is requesting approval to exercise the option at this time.

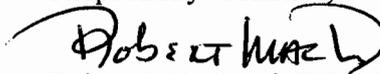
The performance measure for these services will be the timely delivery of quality food and products.

Area served: statewide.

Source of funds: The source of funds for appropriation number 010-094-8410-102-50731 is 53% Other Funds (cafeteria revenue), 32% General Funds and 15% Federal Funds.

In the event that Federal or Other Funds become no longer available, General Funds will not be requested to support this contract.

Respectfully submitted,



Robert J. MacLeod, DHA, FACHE
Chief Executive Officer

Approved by:



Nicholas A. Toumpas
Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 4th day of May 2011, by and between the State of New Hampshire acting by and through the Department of Health and Human Services, New Hampshire Hospital (hereinafter referred to as the "Hospital") and Sodexo Operations, LLC with a place of business at 9801 Washington Boulevard, Gaithersburg, MD, 20878, (hereinafter referred to as the "Provider").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement"), dated the 25th day of June 2008, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Hospital of certain sums as specified therein;

WHEREAS, pursuant to the provisions of Section 17 of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and only after approval of such modification by the Governor and Council, or amendment;

WHEREAS, the Provider and the Hospital have agreed to amend the Agreement in certain respects;

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

1. Amendment and Modification of Agreement:

The Agreement is hereby amended as follows:

- A. Amend Section 1.6 of the General Provisions (Completion Date) of the contract to change the date from June 30, 2011 to June 30, 2013.
- B. Amend Section 1.8 of the General Provisions (Price Limitation) of the contract to increase the price limitation by \$1,864,400.00, from \$3,474,018.00 to \$5,338,418.00.
- C. Amend Exhibit B, Method of Payment, by replacing it with the attached Exhibit B-2, Method of Payment.

AMENDMENT--Page 2

2. Effective Date of Amendment:

Upon approval of this Amendment by the Governor and Council of the State of New Hampshire, this Amendment shall take effect on 1st day of July, 2011, or upon approval of this Amendment by the Governor and Council of the State of New Hampshire, whichever is later.

3. Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

SODEXO OPERATIONS LLC

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE HOSPITAL

By: _____

SIGN NAME

John Hutsell

PRINT NAME

Executive Vice President

TITLE

(Name and Title of Person
Authorized to Sign)

By: _____

Robert J. MacLeod, DHA, FACHE
Chief Executive Officer

AMENDMENT--Page 3

State of Pennsylvania
County of Bucks

On this 4th day of May, 2011, before me, John Hutsell, the undersigned officer, personally appeared John Hutsell, who acknowledged (him/her)self to be the Executive Vice President of Sodexo Operations, LLC, and that (s)he, as such John Hutsell, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the organization by (him/her)self as

[Signature]

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
RUTH L. FORSYTH, Notary Public
Lower Makefield Twp., Bucks County
My Commission Expires June 13, 2014

[Signature]
Notary Public/Justice of the Peace
June 13, 2014

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]

Assistant Attorney General
Associate

Date: May 17, 2011

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at their meeting held on the _____ day of _____, 20__.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

Date: _____

**EXHIBIT B-2
METHOD OF PAYMENT &
BUDGET SUMMARY
FOOD AND NUTRITION SERVICES
SFY 2009 TO 2013**

1. An invoice delineating all Contractor costs and fees shall be submitted to the Hospital's Director of Financial Services after the close of each monthly accounting period.
2. Upon approval of the Hospital's Director of Financial Services or designee, the Hospital shall pay the Contractor invoice within thirty (30) days.
3. Under no circumstances shall payment under this contract exceed \$5,338,418.00.

BUDGET SUMMARY

	SFY 2009	SFY 2010	SFY 2011	Totals for	SFY 2012	SFY 2013	Totals for	TOTAL CONTRACT
	7/01/08 to 6/30/09	7/01/09 to 6/30/10	7/01/10 to 6/30/11	7/01/08 to 6/30/11	7/01/11 to 6/30/12	7/01/12 to 6/30/13	7/01/11 to 6/30/13	7/01/08 to 6/30/13
Food & Nutrition	\$1,074,645	\$1,106,322	\$1,139,026	\$3,319,993	\$894,215	\$918,615	\$1,812,830	\$5,132,823
Allowances:								
Uniforms	\$40,000	\$40,000	\$40,000	\$120,000	\$20,000	\$20,000	\$40,000	\$160,000
E/S Equipment	\$11,118	\$11,340	\$11,567	\$34,025	\$5,785	\$5,785	\$11,570	\$45,595
Total Allowances:	\$51,118	\$51,340	\$51,567	\$154,025	\$25,785	\$25,785	\$51,570	\$205,595
Total Contract	\$1,125,763	\$1,157,662	\$1,190,593	\$3,474,018	\$920,000	\$944,400	\$1,864,400	\$5,338,418

Contractors Initials: 
Date: 5-4-11

WITHOUT SEAL

CERTIFICATE OF VOTE

I, John Hutsell, of Sodexo Operations, LLC, do hereby certify that:

1. I am the duly elected Executive Vice President of Sodexo Operations, LLC;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on _____, 20__;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, New Hampshire Hospital.

RESOLVED: That the Executive Vice President is hereby authorized on behalf of this corporation to enter into 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.

John Hutsell is the duly elected Executive Vice President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 4, 2011.

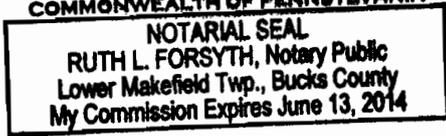
IN WITNESS WHEREOF, I have hereunto set my hand as the Executive Vice President of the corporation this 4th day of May, 2011.

STATE OF Pennsylvania
COUNTY OF Bucks

John Hutsell

The foregoing instrument was acknowledged before me this 4th day of May, 2011 by John Hutsell.

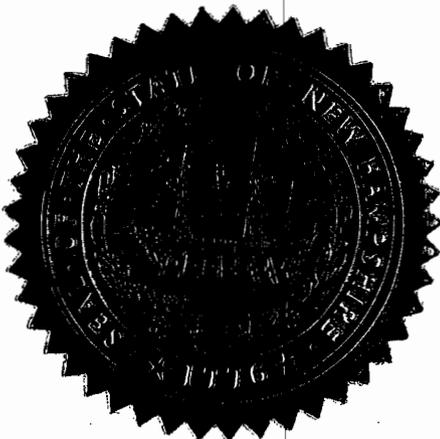
Ruth L. Forsyth
Notary Public/Justice of the Peace
My Commission Expires: June 13, 2014
COMMONWEALTH OF PENNSYLVANIA



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 Sodexo Operations, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on December 27, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/02/2011

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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (847) 953-5390
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sodexo, Inc. and Its Subsidiaries 9801 Washingtonian Boulevard Suite 1012 Gaithersburg MD 20878-5355 USA	INSURER A: New Hampshire Ins Co	23841
	INSURER B: Insurance Company of the State of PA	19429
	INSURER C: Illinois National Insurance Co	23817
	INSURER D: National Union Fire Ins Co of Pittsburgh	19445
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570042375670** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>			GL4360711 SIR applies per policy terms & conditions	06/01/2010	06/01/2011	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
							SIR	\$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC020342782 A05- WC020342783 CA	06/01/2010	06/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
B	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				06/01/2010	06/01/2011	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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 New Hampshire Hospital is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Hospital 36 Clinton Street Concord NH 03301-3861 USA	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 <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No. : 570042375670



AGENCY CUSTOMER ID: 570000029648

LOC#:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Sodexo, Inc. and Its Subsidiaries	
POLICY NUMBER See Certificate Number: 570042375670			
CARRIER See Certificate Number: 570042375670		NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Designation of Additional Insureds. It is agreed that, with respect to the insurance afforded by the above referenced policies, excluding Workers' Compensation and Employer's Liability, the provisions of the policy designating who is insured thereunder have been amended to include any person or organization, the "Additional Insured", for whom the Named Insured agrees in writing to procure liability insurance, provided:

a) The coverage and limits of liability afforded to such "Additional Insured" apply only to the extent required by the agreement, but in no event for coverage not afforded by the policy, nor for limits of liability greater than the insurer's liability stated in the policy declarations; b) The inclusion of more than one insured shall not increase the limits of the insurer's liability; and c) The designation hereunder of the "Additional Insured" as an insured shall be null and void during the term of any separate liability insurance policy not listed herein and procured by the Named Insured for such "Additional Insured".



State of New Hampshire
 Department of Health and Human Services

NEW HAMPSHIRE HOSPITAL

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

Nicholas A. Toumpas
 Commissioner

Chester G. Batchelder
 Chief Executive Officer

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, NH 03301

Approved by May 21, 2008 G & C
 Date 6-25-08
 Item# 195
 Initial SG-KO

REQUESTED ACTION

Authorize New Hampshire Hospital (the Hospital) to enter into an agreement with Sodexo Operations, LLC (Sodexo), 9801 Washington Boulevard, Gaithersburg, MD 20978, vendor number 30448, in the amount of \$3,474,018 to provide the purchase of food and food related products, systems and equipment for the Hospital's Food and Nutrition and Environmental Services Departments, effective July 1, 2008, or date of Governor and Council approval, whichever is later, through June 30, 2011, with the option to renew for an additional two years pending availability of funding, the agreement of the parties, and approval by Governor and Council. Funds are available in the following account for State Fiscal Year (SFY) 2009, and anticipated to be available in SFY 2010 and SFY 2011, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust amounts between SFYs if needed and justified:

<u>Appropriation No.</u>	<u>Description</u>	<u>Amount</u>
<u>SFY 2009</u>		
010-094-8410-090-0211 Job number 94026400	Food Services	\$ 1,125,763
<u>SFY 2010</u>		
010-094-8410-090-0211 Job number 94026400	Food Services	\$ 1,157,662
<u>SFY 2011</u>		
010-094-8410-090-0211 Job number 94026400	Food Services	\$ 1,190,593
TOTALS		\$3,474,018

EXPLANATION

This contract is for the provision of food and food related products for the Hospital Food and Nutrition Department, which serves the patient population at the Acute Psychiatric Service (APS) building and the Anna Philbrook Center, as well as the APS cafeteria. As a result of its international purchasing power, Sodexo can provide quality food and food related products consistently at reasonable costs; this purchasing power allows consistent prices month-to-month, therefore limiting any sudden/unexpected rise of food prices. They also provide environmental services equipment to the Hospital at cost. In addition, contracting with Sodexo offers many advantages including: access to its management consultants who provide expertise in the areas of optimization of staff resources, management efficiency, menu and nutrition planning, and staff training.

A Request for Proposals (RFP) for providing these services was posted on the New Hampshire Department of Health and Human Services website from March 6, 2008 through April 4, 2008, and five (5) RFP's were mailed to known vendors who provide this service. A mandatory bidders conference was held at the Hospital on March 17, 2008; of the three (3) vendors who attended, two (2) had been mailed RFP's, and one (1) had seen the posting on the DHHS website. Two (2) responses were received as a result of this RFP: one was from our current provider, Sodexo, of Gaithersburg, MD, the other was from Nayyarsons Corporation of Waynesville, GA; the third attendee of the bidders conference, Shaheen Bros., Inc of Amesbury, MA, did not provide the Hospital with an explanation of why they did not bid.

A team of five (5) reviewers from the Hospital evaluated the proposals and scored them according to the criteria as defined in the RFP. The team was comprised of the Hospital's Director of Food and Nutrition Services, who has been with the Hospital in that role for six (6) years, and the Director of Environmental Services, who has been with the Hospital in his role for nine (9) years; both of these individuals came to the Hospital with many prior years of experience in their fields. The team also included the Hospital's Director of Finance and Support Operations, Financial Manager, and Business Administrator, who together brought many years of financial background and familiarity with evaluating proposals. Points were awarded based on the proposal's: (a) corporate/fiscal strength; (b) references; (c) competitive cost structure, and; (d) quality of the proposal. Sodexo met all requirements of the RFP, scored the highest number of points, and was the lowest bidder; therefore the Hospital awarded the contract to Sodexo. Sodexo has provided food and nutrition services to the Hospital since 1988 and the Hospital continues to be satisfied with the excellent services being provided.

Following website posting and evaluation of proposals the Department requested that New Hampshire Hospital also advertise the RFP in the newspaper. Due to the importance of providing continuity of operations and time constraints of having a contract in place by July 1, 2008, permission was asked and received from the Commissioner of the Department to proceed forward without newspaper advertising.

This contract represents an increase of twelve percent (12%) in the first year of the contract and three percent (3%) for each subsequent year to cover increasing food costs and inflation.

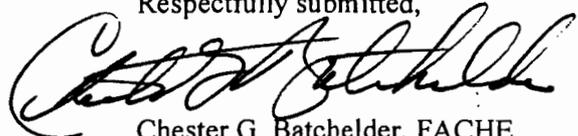
The performance measurement for these services will be the provision of timely delivery of quality food and products.

The area to be served is statewide.

The source of funds for appropriation number 010-094-8410-090-0211 is 69% general, 30% federal, and 1% (Transfer from Other Agencies) other funds. In the event that federal or other funds become no longer available, general funds will not be requested to support this contract.

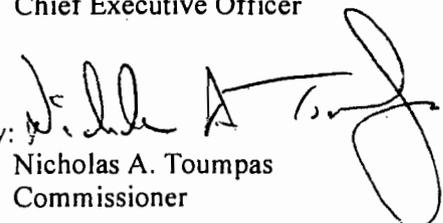
Your favorable consideration of this request would be greatly appreciated.

Respectfully submitted,



Chester G. Batchelder, FACHE
Chief Executive Officer

Approved by:



Nicholas A. Toumpas
Commissioner

**NEW HAMPSHIRE HOSPITAL
FOOD & NUTRITION SERVICES
PROPOSAL REVIEW for JULY 1, 2008 to JUNE 30, 2011**

<u>RFP Criteria</u>	<u>Maximum Points</u>	SODEXHO	NAYYARSONS CORP
		OPERATIONS, LLC GAITHERSBURG,MD	WAYNESVILLE, GA
Fiscal/Corporate Strength	20	20	16
References	15	15	11
Competitive Cost Structure	35	34	24
Quality of Proposal	<u>30</u>	<u>30</u>	<u>24</u>
Total Points	100	<u>98.6</u>	<u>74.6</u>
Three year budget proposal submitted		\$3,524,433	\$4,120,510

NHH Proposal Reviewers:

Jim Dall, Director of Finance & Support Operations
 Sheila Gagnon, Business Administrator
 Dorothy McMenemy, Financial Manager
 Martin Srugis, Director of Food and Nutrition
 Philip Wright, Director of Environmental Services

Subject:

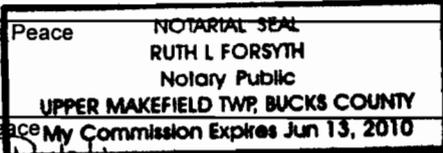
FOOD AND NUTRITION SERVICES

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1	State Agency Name New Hampshire Hospital	1.2	State Agency Address 36 Clinton Street Concord, NH 03301
1.3	Contractor Name Sodexo Operations LLC	1.4	Contractor Address 9801 Washington Boulevard Gaithersburg, MD 20978
1.5	Account No. 010-094-8410-090-0211 Job #94026400	1.6	Completion Date June 30, 2011
1.7	Audit Date N/A	1.8	Price Limitation \$3,474,018.00
1.9	Contracting Officer for State Agency Chester G. Batchelder, FACHE	1.10	State Agency Telephone Number 603-271-5200
1.11	Contractor Signature <i>John Hutsell</i>	1.12	Name & Title of Contractor Signor <i>John Hutsell, Executive Vice President</i>
1.13	Acknowledgment: State of <i>Pennsylvania</i> , County of <i>Bucks</i> On <i>May 14, 2008</i> , before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.		
1.13.1	Signature of Notary Public or Justice of the Peace <i>Ruth L. Forsyth</i>		
1.13.2	Name & Title of Notary or Justice of the Peace <i>Ruth L. Forsyth, Notary Public</i>		
1.14	State Agency Signature(s) <i>Chester G. Batchelder</i>	1.15	Name/Title of State Agency Signor(s) Chester G. Batchelder, Superintendent
1.16	Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: <i>N/A</i> Director, On:		
1.17	Approval by Attorney General (Form, Substance and Execution) By: <i>W. M. ...</i> Assistant Attorney General, On: <i>5/20/08</i>		
1.18	Approval by the Governor and Council By: _____ On: _____		
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement. ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 1.5 in the event funds in that account are reduced or unavailable.			

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything 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 of these general provisions.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor 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 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 (41C.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 and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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.

8. EVENT OF DEFAULT, REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule; or
- 8.1.2 failure to submit any report required hereunder; or
- 8.1.3 failure to perform any other covenant 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; and

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; and

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

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 On and after the Effective Date, 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 RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver

to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in 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, worker's compensation or other emoluments provided by the State to its employees.

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

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

14. INSURANCE AND BOND.

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, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

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

16. **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, above.

17. **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 Council of the State of New Hampshire.

18. **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.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **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 understanding.

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

**EXHIBIT A
SCOPE OF SERVICES**

It is expected that the Contractor will perform the following task elements under the contract:

A. Patient Population

The Contractor shall provide food and non-food supplies to the patient population of Acute Psychiatric Services (APS) and the Anna Philbrook Center (APC). The average daily patient population is 200 for APS and 20 for APC, for a total of 220.

B. Cafeteria Services

Contractor shall provide all food, paper, and related supplies for the Hospital cafeteria. A full service cafeteria operation for staff, employees, and guests is located in the APS building. The cafeteria has approximately 274,000 transactions per year.

The cafeteria hours of operation are as follows:

Weekdays:

6:30 a.m. - 9:30 a.m.	Full Breakfast
6:30 a.m. - 11:00 a.m.	Continental Breakfast
11:00 a.m. - 2:00 p.m.	Full Lunch
2:00 p.m. - 4:00 p.m.	Break Items Available
4:00 p.m.- 6:30 p.m.	Full Dinner
6:30 p.m.	Closed

Weekends:

6:30 a.m. - 11:00 a.m.	Continental Breakfast
11:00 a.m. - 2:00 p.m.	Full Lunch
2:00 p.m.	Closed

C. Contractor Responsibilities

1. The Contractor shall furnish standardized recipes. Such recipes shall be used in the preparation of all food items.
2. The Contractor shall submit a production control system. Such system shall assure that food is prepared according to recipes in amounts sufficient to meet menu production requirements.
3. The Contractor shall provide continuing support to the present patient menu system 'MenuTracker' and food cost control, or, provide a comparable system to the Hospital.
4. The Contractor shall provide policy and procedure manuals covering dietetics, sanitation, and all other food and nutrition operations.
5. The food specifications set forth below are to establish minimum qualities acceptable to the Hospital in the procurement of foods. The Contractor shall agree to adhere to these specifications and to furnish documentation of same, if

requested. Delivery schedules shall be agreed upon between the Hospital and the Contractor.

Canned Fruits - Fancy and Choice Grade
Dairy Products - Low fat milk maximum 2.0 percent butterfat
Eggs - USDA Grade AA (medium)
Frozen Foods - Grade A
Fresh Produce and Fruits - #1 Quality Daily Delivery
Canned Vegetables - Choice and Extra Standard Grades
Fresh Meats, Poultry and Fish
Beef - USDA Choice
Veal - USDA Choice
Poultry - USDA Choice
Lamb - USDA Choice

6. Contractor shall be available to provide consulting services as needed to the Hospital to assist in maintaining cost effective food and nutrition, and environmental services.
7. Contractor shall be responsible for the cost of travel, transportation, and lodging for any of the Contractor's staff that make visits to the Hospital
8. Contractor shall meet all relevant standards set forth in the applicable edition of the "Accreditation Manual for Hospitals" published by The Joint Commission. In addition, the Contractor shall meet all relevant standards set forth in the applicable edition of the Centers for Medicare & Medicaid Services standards for hospitals.
9. Contractor shall comply with all rules and regulations of any federal, state, county or city government, bureau or department thereof, to services described within.
10. The Contractor shall subcontract and cooperate with the Hospital in the selection of vendors to provide the services listed below. All subcontracts shall receive prior approval from the Hospital. Allowances for services are listed in the Budget section.
 - a.) Provide Environmental Services equipment replacement for the Hospital in order to maintain the high standards of cleanliness and sanitation, as determined by the Hospital Director of Environmental Services.
 - b.) Provide uniforms for employees. The Hospital employs a staff of approximately 800, of which several departments are provided uniforms. Examples of uniforms range from various styles of tops (i.e., Chef coat, blouses, tee shirts, blazers), jackets, pants (i.e., khaki, slacks, denim) to safety boots. All tops and jackets shall be embroidered "New Hampshire Hospital... (department name)". The Hospital shall be responsible for maintaining a uniform inventory management program, with inventory reports supplied to the contractor upon request.

**EXHIBIT B
METHOD OF PAYMENT &
BUDGET SUMMARY
FOOD AND NUTRITION SERVICES
SY 2009 TO 2011**

1. An invoice delineating all Contractor costs and fees shall be submitted to the Hospital's Director of Financial Services after the close of each monthly accounting period.
2. Upon approval of the Hospital's Director of Financial Services or designee, the Hospital shall pay the Contractor invoice within thirty (30) days.
3. Under no circumstances shall payment under this contract exceed \$3,474,018.00.

BUDGET SUMMARY

	SFY 2009	SFY 2010	SFY 2011	TOTALS
	7/01/08 to 6/30/09	7/01/09 to 6/30/10	7/01/10 to 6/30/11	7/01/08 to 6/30/11
Food & Nutrition	\$1,074,645	\$1,106,322	\$1,139,026	\$3,319,993
Allowances:				
Uniforms	\$40,000	\$40,000	\$40,000	\$120,000
E/S Equipment	\$11,118	\$11,340	\$11,567	\$34,025
Total Allowances:	\$51,118	\$51,340	\$51,567	\$154,025
Total Contract	\$1,125,763	\$1,157,662	\$1,190,593	\$3,474,018

Exhibit C
Special Provisions

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Agreement 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:
2. **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.
3. **Time and Manner of Determination:** Eligibility determinations shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, 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 make available to the Department all forms and documentation regarding eligibility determinations which the Department may request or require.
5. **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 reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Conditions of Purchase and Payment to Contractor:**
 - 6.1 **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any Services provided to any individual prior to the Agreement 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.
 - 6.2 **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Agreement, nothing 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 Contractor's 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 fundors for such service. If at any time during the term of this Agreement 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 fundors, the Department may elect to:

- 6.2.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 6.2.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of Costs;
- 6.2.3. 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:**

7. **Maintenance of Records:** In addition to the eligibility records specified above, the Provider covenants and agrees to maintain the following records during the Program Period:
 - 7.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all Costs and other expenses incurred by the Provider in the performance of the Agreement, and all income received or collected by the Provider during the Program 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.
 - 7.2 **Statistical Records:** Program statistical and enrollment, attendance or visit records for each recipient of Services during the Program Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each recipient).

Exhibit C-1
Additional Special Provisions

1) Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement 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.

2) Retroactive Payments-Individual Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement 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.

3) Retroactive Payments-Contractor Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

4) Audit Requirement

On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement. The following requirement shall apply if the Contractor is a State or Local Government: If the federal funds received under this or any other Agreement from any and all sources exceeds \$25,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-128, Single Audits of State and Local Governments.

The following requirement shall apply if the Contractor is an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003. Otherwise the previous threshold of \$25,000 in federal funds shall apply.

5) Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, New Hampshire Hospital, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

6) Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

7) Food, Beverages, Related Supplies

Contractor agrees that the Hospital shall be billed the invoice cost net of any rebates obtained from vendors, suppliers, or distributors for goods procured specifically for the Hospital's account. Prompt payment discounts and any other rebates or allowances obtained from vendors, suppliers, or distribution companies, including those obtained through national or regional purchasing arrangements based on total purchases, will be retained by the Contractor.

8) Renewal

As referenced in the Request for Proposal, the Agreement has the option to extend for two additional year(s), pending availability of funding, the agreement of the parties, and approval by Governor and Council.

Standard Exhibit D

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 to 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:

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS 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 5151-51-5160 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 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 certification 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**

- A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS, cont'd**

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (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
 - (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;

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I-FOR GRANTEES OTHER THAN INDIVIDUALS, cont'd**

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

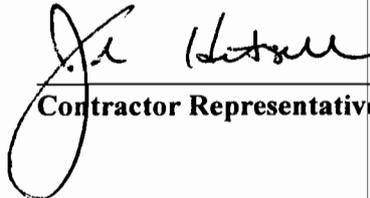
B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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.

Sodexo Operations, LLC From: 07/01/08 or date of G&C Approval, whichever is later To: 06/30/11
Contractor Name Period Covered by this Certification

John Hutsell, Executive Vice President
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

5.14.08
Date

Standard Exhibit E

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:

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):

Aid to Families with Dependent Children Program under Title IV-A
Child Support Enforcement Program under Title IV-D
Job Opportunities and Basic Skills (JOBS) Program under Title IV-F
Medicaid Program under Title XIX
Social Services Block Grant Program under Title XX
The Food Stamp Program under Title VII

Contract Period: 07/01/08 or date of G&C Approval, whichever is later, through 06/30/11

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.

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

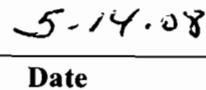
CERTIFICATION REGARDING LOBBYING, cont'd

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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Contractor Signature


Contractor's Representative Title


Contractor Name


Date

Standard Exhibit F

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 12529 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:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER

RESPONSIBILITY MATTERS – cont'd

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 Transaction", "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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. 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 1 b of this certification; and
 - d. 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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - cont'd**

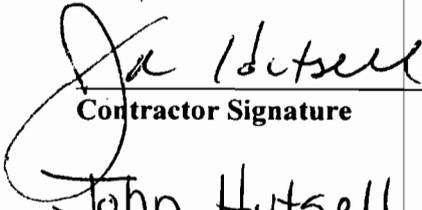
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. 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).

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 Signature

John Hutsell

Contractor Name

Executive Vice President

Contractor's Representative Title

5-14-08

Date

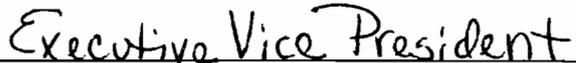
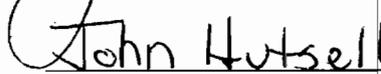
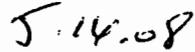
NH Department of Health and Human Services

Standard Exhibit G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

 Contractor Signature	 Contractor's Representative Title
 Contractor Name	 Date

NH Department of Health and Human Services

STANDARD EXHIBIT H

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 Signature

Executive Vice President

Contractor's Representative Title

John Hutsell

Contractor Name

5-14-08

Date

WITHOUT SEAL

CERTIFICATE OF VOTE

I, John Hutsell, of Sodexo Operations LLC, do hereby certify that:

1. I am the duly elected Executive Vice President of Sodexo Operations, LLC;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on _____, 20__;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, New Hampshire Hospital.

RESOLVED: That the Executive Vice President is hereby authorized on behalf of this corporation to enter into 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.

John Hutsell is the duly elected Executive Vice President of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 14, 2008.

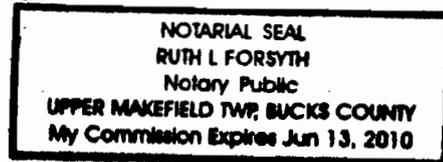
IN WITNESS WHEREOF, I have hereunto set my hand as the Executive Vice President of the corporation this 14th day of May, 2008.

STATE OF Pennsylvania
COUNTY OF Bucks

[Signature]
Executive Vice President

The foregoing instrument was acknowledged before me this 14th day of May, 2008 by John Hutsell.

[Signature]
Notary Public/Justice of the Peace
My Commission Expires:



LIST OF ADDRESSES FOR BIDS SENT OUT ON 3/5/08

ARAMARK
1101 MARKET ST
PHILADELPHIA, PA 19107

SHAHEEN BROS, INC
ATTN GARY BOUTCHIE
95 HAVERHILL RD
PO BOX 897
AMESBURY, MA 01913

SODEXHO
ATTN JIM KRULL
22 STILES RD SUITE 102
SALEM, NH 03079

SYSCO OF NORTHERN NEW ENGLAND
ATTN THOM RICHARDSON, MARKETING ASSOC
PO BOX 4657
PORTLAND, ME 04112-4657

US FOOD SERVICE
CENTENNIAL INDUSTRIAL PARK
ONE TECHNOLOGY DRIVE
PEABODY, MA 01960

**NEW HAMPSHIRE HOSPITAL
FOOD & NUTRITION SERVICES
PROPOSAL REVIEW for JULY 1, 2008 to JUNE 30, 2011**

		SODEXHO OPERATIONS, LLC GAITHERSBURG,MD	NAYYARSONS CORP WAYNESVILLE, GA
<u>RFP Criteria</u>	<u>Maximum Points</u>		
Fiscal/Corporate Strength	20	20	16
References	15	15	11
Competitive Cost Structure	35	34	24
Quality of Proposal	<u>30</u>	<u>30</u>	<u>24</u>
Total Points	100	<u>98.6</u>	<u>74.6</u>
Three year budget proposal submitted		\$3,524,433	\$4,120,510

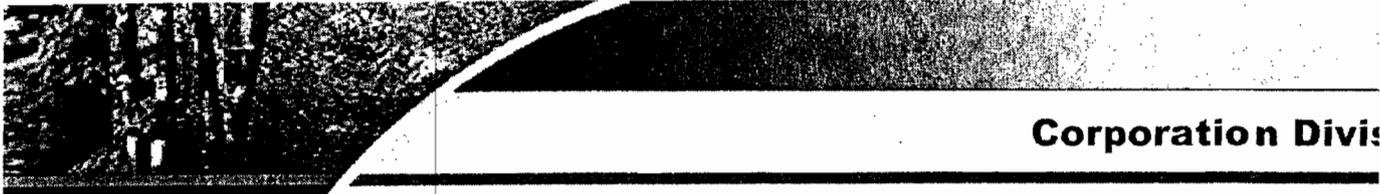
NHH Proposal Reviewers:

Jim Dall, Director of Finance & Support Operations
 Sheila Gagnon, Business Administrator
 Dorothy McMenemy, Financial Manager
 Martin Srugis, Director of Food and Nutrition
 Philip Wright, Director of Environmental Services

**NEW HAMPSHIRE HOSPITAL
FOOD AND NUTRITION SERVICES
PROPOSAL REVIEW for JULY 1, 2008 to JUNE 30, 2011**

NAYYARSONS CORP							<u>AVG</u>
<u>RFP Criteria</u>	<u>Maximum Points</u>	<u>Dall</u>	<u>Wright</u>	<u>Srugis</u>	<u>McMenemy</u>	<u>Gagnon</u>	
Fiscal/Corporate Strength	20	15	18	10	20	15	16
References	15	10	15	10	10	10	11
Competitive Cost Structure	35	25	20	30	20	25	24
Quality of Proposal	<u>30</u>	<u>25</u>	<u>20</u>	<u>25</u>	<u>25</u>	<u>25</u>	<u>24</u>
Total Points	100	75	73	75	75	75	75

SODEXHO							<u>AVG</u>
<u>RFP Criteria</u>	<u>Maximum Points</u>	<u>Dall</u>	<u>Wright</u>	<u>Srugis</u>	<u>McMenemy</u>	<u>Gagnon</u>	
Fiscal/Corporate Strength	20	20	20	20	20	20	20
References	15	15	15	15	15	15	15
Competitive Cost Structure	35	35	30	35	35	35	34
Quality of Proposal	<u>30</u>	<u>30</u>	<u>30</u>	<u>28</u>	<u>30</u>	<u>30</u>	<u>30</u>
Total Points	100	100	95	98	100	100	99



Corporation Division

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

Date: 5/21/2008

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Sodexo Operations, LLC	Legal
Sodexo Operations, LLC	Home State
SODEXHO OPERATIONS, LLC	Prev Legal

Limited Liability Company - Foreign - Information

Business ID: 332452
Status: Good Standing
Entity Creation Date: 12/27/1999
State of Business.: DE
Principal Office Address: 9801 WASHINGTONIAN BLVD
 GAITHERSBURG MD 20878
Principal Mailing Address: PO BOX 352
 BUFFALO NY 14240
Last Annual Report Filed Date: 1/25/2008
Last Annual Report Filed: 2008

Registered Agent

Agent Name: Lawyers Incorporating Service
Office Address: DBA LAWYERS INC SERVICE
 14 CENTRE ST
 CONCORD NH 03301

Mailing Address:



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2010

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
PHONE: (866) 283-7122	FAX: (847) 953-5390	INSURERS AFFORDING COVERAGE	
INSURED Sodexo, Inc. and Its Subsidiaries 9801 Washingtonian Boulevard Suite 1012 Gaithersburg MD 20878-5355 USA		INSURER A: New Hampshire Ins Co	NAIC # 23841
		INSURER B: Insurance Company of the State of PA	19429
		INSURER C: Illinois National Insurance Co	23817
		INSURER D: National Union Fire Ins Co of Pittsburgh	19445
		INSURER E: XL Insurance America Inc	24554

COVERAGES

SIR applies per terms and conditions of the policy

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
D		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GL4360711	06/01/2010	06/01/2011	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	Excluded
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
D	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS _____	CA 3482160 AOS CA 3976371 MA	06/01/2010	06/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
E		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$100,000	US00006778LI10A	06/01/2010	06/01/2011	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
A	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	WC020342782 AOS WC020342783 CA WC020342784 FL	06/01/2010	06/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
D		OTHER Excess WC	XWC0910581	06/01/2010	06/01/2011	EL Each Accident	\$500,000
						EL Disease - Policy	\$500,000
						EL Disease - Ea Empl	\$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**
 New Hampshire Hospital
 36 Clinton Street
 Concord NH 03301 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570038974802

Attachment to ACORD Certificate for Sodexo, Inc. and Its Subsidiaries

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Sodexo, Inc. and Its Subsidiaries
 9801 Washingtonian Boulevard
 Suite 1012
 Gaithersburg MD 20878-5355 USA

INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
		WORKERS COMPENSATION				
A			WC020342785 OR	06/01/2010	06/01/2011	
A			WC020342786 TX	06/01/2010	06/01/2011	
B			WC020342787 MA, ND, NY, WA, WI, WY	06/01/2010	06/01/2011	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RECEIVED

JUN 01 2010
 BUSINESS OFFICE
 NH HOSPITAL