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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Doreen Wittenberg
Director

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

April 13, 2016

Retroactive / Sole Source

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections (NHDOC) to enter into a **retroactive, sole source** contract amendment, Amendment Agreement #1, with Worldwide Travel Staffing, Limited (VC # 224529), 2829 Sheridan Drive, Tonawanda, NY 14150 to increase the contract amount by \$218,000.00 from \$66,396.00 to \$284,396.00 for the provision of Temporary Nursing Services effective upon Governor and Executive Council approval for the period from December 18, 2015 through June 30, 2017. The original contract, Agreement 2015-41, was approved by Governor and Executive Council on May 6, 2015, Item # 41. 100% General Funds

Funding for this contract is available in account, Medical-Dental, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified.

Original Contract, Agreement: Worldwide Travel Staffing, Limited				
Account	Description	SFY 2016	SFY 2017	Total
02-46-46-465010-8234-101-500729	Medical - Dental	66,396.00	-	66,396
Amendment Agreement # 1				
Account	Description	SFY 2016	SFY 2017	Total
02-46-46-465010-8234-101-500729	Medical - Dental	76,000.00	142,000.00	218,000.00
Total Contract Amount		\$ 142,396.00	\$ 142,000.00	\$ 284,396.00

EXPLANATION


This contract amendment is **retroactive** as a result of the actual utilization of temporary nursing services being greater than originally anticipated and the time required processing the amendment. The increase usage is due to vacancies as well as an unusually high level of FMLA absences within the current nursing staff of the NHDOC.

The request is **sole source** because the amendment is greater than ten percent (10%) of the original contract as a result of the high utilization rate for the temporary nursing services. A Request for Proposal (RFP) was issued for the original contract with one respondent, Worldwide Travel Staffing, Limited to submit a proposal. After the review of the proposal and accordance with the RFP Terms and Conditions, the contract was awarded to Worldwide Travel Staffing, Limited.

This contract is to provide temporary nursing services at the New Hampshire State Prison for Men (NHSP-M), Secure Psychiatric Unit/Residential Treatment Unit (SPU/RTU), Concord, NH, New Hampshire State Prison for Women (NSHSP-W), Goffstown, NH and the Northern Correctional Facility (NCF), Berlin, NH. Due to a statewide nursing shortage, the NHDOC is experiencing a median vacancy rate of 17%. Within the NHDOC, the nursing shortage is attributable to FMLA vacancies, mandatory overtime leading to staff burn out, recruitment, retention of skilled professionals in an extremely competitive environment and increases in acuity (severity of illness/intensity of nursing services) of the healthcare needs of patients and inmates. The Laaman Decree indicates in section 31 (c) "If a nursing position(s) becomes vacant, Defendants shall make their best efforts to fill that position(s) within thirty (30) days of the date the position(s) become vacant. If unsuccessful, Defendants shall contract for services with an agency until they can fill the position; provided however, that a temporary/contract nurse shall not be utilized to conduct rounds in the Special Housing Unit (SHU)." Our recruitment and retention efforts are occurring as more attractive and less litigious job opportunities are available in the private healthcare environment. Additionally, an adverse condition in our setting is created by incarcerated offenders filing complaints with professional boards as court access for them has lessened.

Consistent with the constantly changing healthcare marketplace for nursing recruitment and retention, temporary nursing services provide the NHDOC an aggressive, short-term solution to combat the current nursing personnel vacancy rate. The use of temporary nursing services will be utilized intermittently at the NHSP-M, NHSP-W, SPU/RTU and NCF facilities under the supervision of the NHDOC's Registered Nursing personnel. Temporary nursing staff is provided an appropriate and abbreviated training and orientation to ensure compliance with the NHDOC's safety, security and nursing policies and procedures.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wrenn", written over a horizontal line.

William L. Wrenn
Commissioner



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**William L. Wrenn
Commissioner**

**Doreen Wittenberg
Director**

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("State" or "Department"), and Worldwide Travel Staffing, Limited ("Contractor"), a New York Corporation with a place of business at 2829 Sheridan Drive, Tonawanda, NY 14150.

WHEREAS, the State and Contractor entered into an agreement with an effective date of May 6, 2015 for Temporary Nursing Services, Agreement 2015-41 ("Agreement").

WHEREAS, the State and Contractor have agreed to make changes to the Price Limitation and Scope of Services of the Agreement; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended only by an instrument in writing signed by the parties and after approval of such amendment by the N.H. Governor and Executive Council.

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: "\$284,396.00" a total increase of \$218,000.00;
2. To amend the Scope of Services, Exhibit A, Section 19, Paragraph 19.9., page 27 of 34, by inserting: "Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit."; and
3. That all other provisions of the Agreement shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.**

SIGNATURE PAGE TO AMENDMENT AGREEMENT # 1 TO: Temporary Nursing Services Agreement 2015-41.

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: [Signature]
Name: William L. Wrenn
Title: Commissioner
Date: 3/28/16

WORLDWIDE TRAVEL STAFFING, LIMITED

By: [Signature]
Name: Leo Blatz
Title: Chief Executive Officer
Date:

STATE OF New York

COUNTY OF ERIE

On this 18th day of MARCH 2016, before me, Leo Blatz, the undersigned officer, personally appeared in my office, known to me (or satisfactorily proven) to be the person

whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

Joseph B. Gaiamo
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 04/23/18

My Commission Expires: _____

[Signature]
Approval by N.H. Attorney General
(Form, Substance and Execution)

4-7-16
Date

Approved by the N.H. Governor and Executive Council

Date

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 Worldwide Travel Staffing, Limited a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on October 11, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of March, A.D. 2016



William M. Gardner
Secretary of State





Corporation Division

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Date: 3/18/2016
Filed Documents
 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Worldwide Travel Staffing, Limited	Legal
Worldwide Travel Staffing, Limited	Home State

Corporation - Foreign - Information

Business ID: 565702
Status: Good Standing
Entity Creation Date: 10/11/2006
State of Business.: NY
Principal Office Address: 2829 Sheridan Drive
 Tonawanda NY 14150
Principal Mailing Address: No Address
Last Annual Report Filed Date: 3/18/2016 11:52:51 AM
Last Annual Report Filed: 2016

Registered Agent

Agent Name: Lawyers Incorporating Service
Office Address: 10 Ferry Street Suite 313
 Concord NH 03301

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Laurie Dolega, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Worldwide Travel Staffing, Limited. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 18, 2016
(Month)

18, 20 16 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Leo Blatz, Chief Executive Officer (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Worldwide Travel Staffing, Limited with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: March 18, 2016

ATTEST: Laurie Dolega
(Name and Title)

CERTIFICATE OF DISTINCTION

has been awarded to

Worldwide Travel Staffing, Limited
Tonawanda, NY

for
Health Care Staffing
by



The Joint Commission
based on a review of compliance with national standards.

December 2, 2015

Certification is customarily valid for up to 24 months.

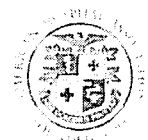
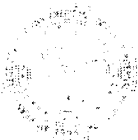
Rebecca J. Patchin, MD
Chair, Board of Commissioners

ID #488772

Print/Reprint Date: 12/02/2015

Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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April 2, 2015

G & C

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

Pending _____
Approved MAY 6, 2015
Item # # 41

REQUESTED ACTION

Authorize the New Department of Corrections to enter into a contract with Worldwide Travel Staffing, Limited (VC # 224259), 2829 Sheridan Drive, Tonawanda, NY 14150, in the amount of \$66,396.00, for the provision of Temporary Nursing Services for the NH Department of Corrections effective for the period beginning May 1, 2015 or upon approval of Governor and Executive Council whichever is later through June 30, 2017 with the option to renew for one (1) additional period of up to two (2) years upon the approval of Governor and Executive Council. 100% General Funds

Funding is available in account, Medical-Dental, as follows with the authority to adjust encumbrances in each of the State's Fiscal Years through the Budget Office, if needed and justified. Funding for SFY 2016 & 2017 is contingent upon the availability and continued appropriation of funds.

Worldwide Travel Staffing, Limited			
Account	Description	SFY 2016	SFY 2017
02-46-46-465010-8234-101-500729	Medical and Dental	\$33,198.00	\$33,198.00
Total Contract Amount:			\$66,396.00

EXPLANATION

The New Hampshire Department of Corrections issued a Request for Proposal (RFP) for the provision of Temporary Nursing Services, RFP NHDOC 15-01-GFMED. The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for eight (8) consecutive weeks and notified twelve (12) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor responded by submitting a proposal. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the contract to the only bidder, in the amount of \$66,396.00, to Worldwide Travel Staffing, Limited.

This contract is to provide nursing services on a temporary basis at the New Hampshire State Prison for Men (NHSP-M), Secure Psychiatric Unit/Residential Treatment Unit (SPU/RTU), Concord, NH, NH State Prison for Women (NHSP-W), Goffstown, NH and the Northern Correctional Facility (NCF), Berlin, NH. As a result of internal nursing shortage trends, the New Hampshire Department of Corrections is experiencing an average vacancy rate of approximately 12%. Internally, the nursing shortage is attributable to FMLA vacancies, call outs due to staff burn out and overtime, recruitment, retention of skilled professionals and the recent increase in acuity

of healthcare service needs for the inmate population. The Laaman Decree indicates in section 31 (c) "If a nursing position(s) becomes vacant, Defendants shall make their best efforts to fill that position(s) within 30 days of the date the position(s) becomes vacant. If unsuccessful, Defendants shall contract for services with an agency until they can fill the position; provider however, that a temporary/contract nurse shall not be utilized to conduct rounds in Special Housing Unit (SHU)." Our retention issues are occurring as more attractive and less litigious job opportunities within the private healthcare field are opening. Incarcerated offenders are more frequently writing to the licensing boards as means to cause duress to our licensed staff.

Consistent with the constantly changing marketplace for nursing recruitment and retention, temporary nursing services provide the New Hampshire Department of Corrections an aggressive short-term solution to combat the current nursing personnel vacancy rate. The use of temporary nursing services will be used intermittently at the NHSP-M, NHSP-W, SPU/RTU, and NCF facilities under the supervision of New Hampshire Department of Corrections Registered Nursing personnel. Temporary nursing staff is provided abbreviated training and orientation to ensure compliance with the New Hampshire Department of Corrections safety, security, and nursing policies and procedures.

RFP NHD0C 15-01-GFMED was scored utilizing a consensus methodology by a four person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Ransey Hill, Deputy Director, Division of Medical & Forensic Services; Carlene Ferrier, Director of Nursing, Division of Medical & Forensic Services; Joyce Leeka, Medical Operations Administrator, Division of Medical & Forensic Services and Jennifer Lind, Contract/Grant Administrator, Division of Administration.

Respectfully Submitted,



William L. Wrenn
Commissioner



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**Temporary Nursing Services
RFP Bid Evaluation and Summary
NHDOC 15-01-GFMED**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 30 points
 - b. Organizational Capability – 50 points
 - c. Program Structure/Plan of Operation – 10 points
 - d. Financial Stability – 5 points
 - e. References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 34 of NHDOC 15-01-GFMED RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Organizational Capability, Program Structure/Plan of Operation, Financial Stability and References are acceptable to the Department.

Evaluation Team Members:

- a. Ransley Hill, Deputy Director, Division of Medical/Forensic Services, NH Department of Corrections
- b. Carlene Ferrier, Director of Nursing, Division of Medical/Forensic Services, NH Department of Corrections
- c. Joyce Leeka, Medical Operations Administrator, Division of Medical/Forensic Services, NH Department of Corrections
- d. Jennifer Lind, Contract/Grant Administrator, Division of Administration, NH Department of Corrections

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability



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**Temporary Nursing Services
RFP Scoring Matrix
NHDOC 15-01-GFMED**

Respondent:

- Worldwide Travel Staffing, Limited
2829 Sheridan Drive, Tonawanda, NY 14150

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
 1. Total Estimated Cost – 30 points
 2. Organizational Capability – 50 points
 3. Program Structure/Plan of Operation - 10 points
 4. Financial Stability – 5 points
 5. References – 5 points

<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Worldwide Travel Staffing, Limited
Total Estimated Cost	30	30
Organizational Capability	50	45
Program Structure/Plan of Operation	10	10
Financial Stability	5	5
References	5	5
Total	100	95

Contract Award:

- Worldwide Travel Staffing, Limited
2829 Sheridan Drive, Tonawanda, NY 14150

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**Temporary Nursing Services
RFP Evaluation Committee Member Qualifications
NHDOC 15-01-GFMED**

Ransey R. Hill, Deputy Director, Division of Medical/Forensic Services:

Mr. Hill recently joined the Medical & Forensic Services Division, to continue his career in the area of medical and social services. Between October 2008 and March 2014, Mr. Hill supported the NH Department of Corrections in the role of IT Manager III. Prior to this position, Mr. Hill has thirteen years of experience with the NH Department of Health and Human Services (DHHS) where he served as project administrator/director for key DHHS initiatives such as Electronic Benefits Transfers (EBT), and Community Passport, a nursing facility to community transition program for the Bureaus of Elderly and Adult Services, Behavioral Health and Developmental Services. He has a general knowledge of the correctional mental health system and behavioral health system, Laaman consent decree and Holliday Court Order, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments. Mr. Hill has a Bachelor of Science in Business Administration from NH Universities System's College for Life Long Learning (CLL).

Carlene Ferrier, RN, MPH, Director of Nursing, Division of Medical/Forensic Services:

Ms. Ferrier recently joined the Medical & Forensic Services Division serving as the Director of Nursing. Carlene Ferrier has been a public health nurse for twenty-six years in various settings including ambulatory care, visiting nursing, population health and academia. Most recently she served as the Quality Improvement Director for ten Federally Qualified Health Centers in New Hampshire. In this role she was also responsible for overseeing a federal grant involving twenty-five health centers in seven states and one hundred and eight sites. The goal of the project was to utilize data collected from the electronic medical record to recognize the high performers, share their systems and processes, and facilitate cross pollination of evidence based practice among all partners, leading to improved clinical outcomes. She is currently serving as the treasurer of the New Hampshire Nurse's Association.

Joyce Leeka, RHIA, Medical Operations Administrator, Division of Medical/Forensic Services:

Ms. Leeka has served as the HIM Administrator since 1989. Ms. Leeka currently researches and drafts RFP's for the division with guidance from her supervisors. She has broad and specific knowledge of the correctional mental health system, Laaman and Holliday consent decrees, and the special needs of seriously mentally ill patients and inmates confined in the SPU, RTU and prison environments.

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Jennifer Lind, MBA, CMA, Contract/Grant Administrator, Division of Administration:

Ms. Lind has served as the Contract/Grant Administrator since 2010. Ms. Lind is responsible for the development of the Department's request for proposals (RFPs), contracts and grants management. Ms. Lind's current responsibilities include all aspects of the RFP delivery from project management, data collection, drafting and cross function collaboration; procurement functions and management of the Department's medical, programmatic and maintenance contracts and provides managerial oversight to the Grant Division for the Department. Prior to Ms. Lind's promotion to the Contract/Grant Administrator, she held the Program Specialist IV, Contract Specialist position and the Grant Program Coordinator position of the Department. Prior to her employment with the Department, Ms. Lind held the position of Assistant Grants Administrator at the Community College System of New Hampshire for ten years. Ms. Lind received her Bachelor's of Science in Accounting from Franklin Pierce College and a Master's of Management with a Healthcare Administration concentration from New England College. Ms. Lind has supplemented her education from prior experience in the pre-hospital care setting and has maintained her Certified Medical Assistant license since 1998.



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Doreen Wittenberg
Director

Temporary Nursing Services
Bidders List
NHDOC RFP 15-01-GFMED

Arcadia Health Services, Inc.
20750 Civic Center Drive
Suite 100
Southfield, MI 48076
Office: 877-484-4183
Fax: (248) 352-7534
contracting@arcadiahealthcare.com
www.arcadiahealthcare.com

Maxim Healthcare Services, Inc. d/b/a Maxim
Staffing Solutions
75 Second Avenue
Suite 530
Newton, MA 02494
Office: (718) 400-7105
Fax: (866) 941-7397
iotisdel@maxhealth.com
mafucci@maxhealth.com

CrossCountry Staffing
40 Eastern Avenue
Malden, MA 02148
Office: 800-780-3500 ext 52156
kversteegh@crosscountry.com
www.crosscountrystaffing.com

MAS Medical Staffing Incorporation
500 Harvey Road, Unit 304
Manchester, NH 03103
Office: (603) 296-0971
jay@masmedicalstaffing.com
www.masmedicastaffing.com

Guardian Healthcare Providers, Inc.
105 Westpark Drive
Suite 100
Brentwood, TN 37027
Office: (800) 365-5787
Local: (615) 377-9140
Fax: (615) 661-6011
lhall@guardianhealthcare.com
www.guardianhealthcare.com

Nursefinders, Inc.
12400 High Bluff Drive
Suite 100
San Diego, CA 92130
Office: 800-445-0459
info@nursefinders.com
www.nursefinders.com

Jackson Nurse Professionals
12124 High Tech Avenue, Suite 300
Orlando, FL 32817
Office: 407-308-3957
cenriquez@jacksonnursing.com
www.jacksonnursing.com

RCM Health Care Services
575 Eight Avenue
6th Floor
New York, NY 10018
Office: 917-286-5150
Cell: 917-623-3687
Andrew.hay@rcmt.com
www.rcmhealthcare.com

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Readylink Healthcare

72030 Metroplex Drive

PO Box 1047

Thousand Palms, CA 92276

Office: 760-343-4357

rcrncic@readylinkhealthcare.netwww.readylinkhealthcare.net**ReadyNurse Staffing Solutions**

177 South River Road

Bedford, NH 03110

Office: (603) 222-1230

Toll Free: (888) 461-4500

James.penny@sunh.comwww.readynurse.com**Supplemental Healthcare, Inc.**

400 Trade Center

STE 4890

Woburn, MA 01801

Office: (781) 937-9777

Fax: (866) 955-9767

hblais@supplementalhealthcare.comwww.boston.supplementalhealthcare.com**Worldwide Travel Staffing, Limited**

2829 Sheridan Drive

Tonawanda, NY 14150

Office: 866-633-3700

Fax: 877-375-2450

LBlatz@WorldwideTravelStaffing.comwww.WorldwideTravelStaffing.com

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Subject:

RFP No. 15-01-GFMED Temporary Nursing Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name Worldwide Travel Staffing, Limited		1.4 Contractor Address 2829 Sheridan Drive, Tonawanda, NY 14150	
1.5 Contractor Phone Number 866-633-3700	1.6 Account Number 02-46-46-465010-8234 -101-500729	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$ 66,396.00
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature <i>Leo R. Blatz, CEO</i>		1.12 Name and Title of Contractor Signatory Leo R. Blatz, Chief Executive Officer	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Erie</u> On <u>February 2, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. LISA MIRANDA			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[Seal]</i> <i>Lisa Miranda</i>		NOTARY PUBLIC-STATE OF NEW YORK No. 01MI6258171 Qualified in Erie County My Commission Expires March 26, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u>LISA Miranda VP Quality Assurance</u>			
1.14 State Agency Signature <i>William L. Wrenn</i>		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>J. Curran</i> On: <u>4/13/15</u>			
1.18 Approval by the Governor and Executive Council By: <i>[Signature]</i> DEPUTY SECRETARY OF STATE MAY 06 2015			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials LB
Date 2/2/16

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials LB
Date 2/2/15

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek temporary nursing services for the inmate/patient population of the Northern NH Correctional Facility: Northern Correctional Facility (NCF), Berlin, NH and Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Concord, NH, and the NH State Prison for Women (NHSP-W), Goffstown, NH. Required temporary nursing services are generally known in advance, however, there are instances where unforeseen events, such as staff illness, preclude advance knowledge of need. Proposed temporary nursing services shall be provided by a flat fee rate.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning May 1, 2015 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2017, with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Services:

3.1. Location of Services: NH Department of Corrections Correctional Facilities, which are marked with an "X" below:

NH Department of Corrections Correctional Facility Location		
Northern Correctional Facility (NCF)	138 East Milan Road,	Berlin, NH 03570
Southern NH Correctional Facility Location		
NH State Prison for Men (NHSP-M)	281 North State Street,	Concord, NH 03301
Secure Psychiatric Unit (SPU)	281 North State Street,	Concord, NH 03301
NH State Prison for Women (NHSP-W)	317 Mast Road,	Goffstown, NH 03045

3.2. The Contractor shall provide the requested Temporary Nursing services to inmates/patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire. The NH Department of Corrections plans to relocate the NHSP-Women, currently located in Goffstown, NH to a new site in Concord, NH. The Contractor shall be expected to provide service at the new location if required during the original contract period and any renewals thereof.

3.3. Locations per contract year may be increased/decreased and or reassigned to alternative facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the NH Department of Corrections and the Contractor. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.

3.4. Partial Proposals for the requested Temporary Nursing services for the NH Department of Corrections Correctional Facilities shall not be accepted.

4. Current Inmate/Patient/non-Adjudicated Resident Population: (NOT APPLICABLE)

**Scope of Services
Exhibit A**

- 5. Minimum Required Services:** The Contractor shall provide Temporary Nursing Services to include but not limited to:
- 5.1. Provide Temporary Nursing Professionals to the NH Department of Corrections for placement on a temporary basis; such professionals shall include, but not be limited to Registered Nurses (RNs) and Licensed Practical Nurses (LPNs).
 - 5.2. Provide only those Temporary Nursing Professionals who maintain valid State of NH professional licenses, certifications and/or qualifications required by law for the performance of the services required. No Nursing professional shall be referred to the NH Department of Corrections without the proper licensure documentation required by federal, state or local law. Certification is defined as an organization recognized by or affiliated with the American Nursing Association (ANA) in a specialty that is consistent with the job accountabilities and appropriate to the institution or agency. Examples include psychiatric/mental health nurse, gerontological, maternal/child health, oncology, wound care, etc.
 - 5.3. The Contractor shall be required to deploy the requested staff at each Department facility for planned services within three (3) business days and unplanned services within one (1) business day.
 - 5.4. The NH Department of Corrections shall retain ultimate responsibility for the management of patient care.
 - 5.5. The Temporary Nursing Professional placed by the Contractor shall be under the direction and supervision of the NH Department of Corrections.
 - 5.6. The NH Department of Corrections shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.
 - 5.7. The NH Department of Corrections reserves the right to refuse placement of any Temporary Nursing professional with or without cause.
 - 5.8. In performing the services specified by the NH Department of Corrections, the Nursing professionals are and shall at all times remain employees of the Contractor. The Contractor shall pay all wages and benefits on behalf of the Temporary Nursing Professionals.
 - 5.9. The Contractor's flat fee service rate shall be inclusive of salary and benefits to include but not limited to FICA and Social Security taxes, applicable State taxes, workers compensation, unemployment, medical insurance expenses and retirement benefits.
 - 5.10. Normal paid shifts shall consist of eight (8) hours, occurring on three (3) shifts with a one half (1/2) hour unpaid meal break; Day Shift (6:30AM-3PM), Evening Shift (2:30PM-11PM) and Night Shift (10:30PM-7AM). The Department shall not be charged for the unpaid meal break as quoted, by the Contractor, in Exhibit B, Estimated Budget (Budget Sheets) for both RN and LPNs.
 - 5.11. The Contractor shall be responsible to pay their employee one (1) half an hour lunch period.
 - 5.12. The NH Department of Corrections shall give the Contractor a two (2) hour notification of cancellation prior to the start of a shift. If a two (2) hour notification is not given, a four (4) hour charge will be incurred for billing.
 - 5.13. The NH Department of Corrections will provide an initial sixteen (16) hour orientation to Temporary Nursing Professionals newly assigned to the NH Department of Corrections to include a clinical orientation as well as an orientation to the Federal and State PREA standards. Each Temporary Nursing Professional shall be required to agree and adhere to the terms and conditions of the NH Department of Corrections Prison Rape Elimination Act Policy and Procedure Directive 5.19, <http://www.nh.gov/nhdoc/policies/index.html>, and will be required to sign documentation attesting that the Temporary Nursing Professional understands the requirements and potential ramifications of PPD 5.19.
 - 5.14. The NH Department of Correction's Nursing Staff shall not be required and/or requested by the Contractor to enter into legal Contracts, Agreements and/or Obligations on the behalf of the Department of Corrections.

**Scope of Services
Exhibit A**

- 5.15. Contractor, not the State, shall be responsible for expenses incurred by the Temporary Nursing Professionals for and maintaining current licensures, certifications and continuing education costs.
- 5.16. Contractor shall comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
- 5.17. Contractor shall inform all assigned Temporary Nursing Professionals and comply with all applicable Prison Rape Elimination Act (PREA) regulations set forth by Public Law 108-79 Prison Rape Elimination Act of 2003 to include the NH Department of Corrections Prison Rape Elimination Act Policy and Procedure Directive 5.19, <http://www.nh.gov/nhdcc/policies/index.html>.
- 5.18. **Only** personal property that is required for activities of daily living and contained in a clear plastic backpack/bag shall be permitted into the secure perimeter of all departmental facilities. Permitted personal items to include but are not limited to:
 - 5.18.1. Toothbrush/toothpaste;
 - 5.18.2. Dental floss;
 - 5.18.3. Hand sanitizer/hand soap;
 - 5.18.4. Comb/brush;
 - 5.18.5. Feminine products;
 - 5.18.6. Coffee cup/thermos;
 - 5.18.7. Small/medium lunch box made of fabric or plastic (no larger than 30 quart);
 - 5.18.8. Plastic eating utensils;
 - 5.18.9. Pens/pencils;
 - 5.18.10. Sunglasses;
 - 5.18.11. Purse/wallet (no more than \$100.00 in cash); and
 - 5.18.12. Prescribed and over-the-counter medications (no more than a one (1) day supply in a properly labeled prescription bottle/container, obtained from a pharmacy).
- 5.19. Contractor staff providing services shall have a security clearance to include a background check and fingerprinting.

6. Service Utilization:

Service Utilization	KAWA (NORC) (NORC) (NORC) (NORC) (NORC)	KAWA (NORC) (NORC) (NORC) (NORC) (NORC)
6:30AM - 3PM	352 Hours	100 Hours
2:30PM - 11PM	518 Hours	150 Hours
10:30PM - 7AM	448 Hours	0 Hours
Total Estimated Service Utilization	1318	250

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**Scope of Services
Exhibit A**

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

	Service Schedule	Shift	Days of the Week the Shift Begins	Hours of Work
X	Weekdays	Day	(Monday - Friday)	6:30AM - 3PM
X	Weekdays	Evening	(Monday - Friday)	2:30PM - 11PM
X	Weekdays	Night	(Monday - Thursday)	10:30PM - 7AM
X	Weekends	Day	(Saturday - Sunday)	6:30AM - 3PM
X	Weekends	Evening	(Saturday - Sunday)	2:30PM - 11PM
X	Weekends	Night	(Friday - Sunday)	10:30PM - 7AM
X	Holiday	Day		6:30AM - 3PM
X	Holiday	Evening		2:30PM - 11PM
X	Holiday	Night (Eve)		10:30PM - 7AM

- 7.1. Weekday Day shifts shall begin at 6:30AM and end at 3PM on Monday, Tuesday, Wednesday, Thursday and Friday.
- 7.2. Weekday Evening shifts shall begin at 2:30PM and end at 11PM on Monday, Tuesday, Wednesday, Thursday and Friday.
- 7.3. Weekday Night shifts shall begin at 10:30PM on Monday, Tuesday, Wednesday, Thursday and Sunday and end at 7AM on Tuesday, Wednesday, Thursday, Friday and Monday.
- 7.4. Weekend Day shifts shall begin at 6:30AM and end at 3PM on Saturday and Sunday.
- 7.5. Weekend Evening shifts shall begin at 2:30PM and end at 11PM on Saturday and Sunday.
- 7.6. Weekend Night shifts shall begin at 10:30M on Friday and Saturday and end at 7AM on Saturday and Sunday.
- 7.7. Observed Holidays shall follow the State of New Hampshire, Division of Personnel designated calendar Holidays.
- 7.8. Holidays that fall on a Weekend Day shall be observed on their prospective calendar date.
- 7.9. Columbus and Election Day shall not be considered as a State of New Hampshire Holiday.
- 7.10. No overtime rates shall be paid to the Contractor on behalf of their employee for employees working on State observed Holidays. The State shall expect the Contractor to manage the schedules of their employees so that no overtime is paid.
- 7.11. Holidays shall begin at midnight (12:00AM) or Eve on the calendar date of the Holiday and ends at midnight (11:59PM) on the same day. Reporting times remain as stated above.
- 7.12. Holiday billing services shall not be applied unless an assigned Temporary Nursing Professional actually works on the Day, Evening, or Eve (midnight) of the Holiday. Only hours worked on the actual calendar holiday are to be compensated.

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8. State of New Hampshire Observed Holidays (Calendar Year 2015):

Holidays of Calendar Year 2015		
Holiday	Day of Week	Date of Holiday
New Year's Day	Thursday	January 1, 2015
Martin Luther King Day/Civil Rights Day	Monday	January 19, 2015
President's Day	Monday	February 16, 2015
Memorial Day	Monday	May 25, 2015
Independence Day	Friday	July 3, 2015
Labor Day	Monday	September 7, 2015
Veterans' Day	Wednesday	November 11, 2015
Thanksgiving Day	Thursday	November 26, 2015
Day After Thanksgiving Day	Friday	November 27, 2015
Christmas Day	Friday	December 25, 2015

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

9. General Service Provisions:

- 9.1. **Notification of Required Services:** The NH Department of Corrections, Director of Nursing, or designee shall contact the Contractor when service is required. A list of NH Department of Corrections, Nursing Coordinators will be provided to the Contractor upon awarding of a Contract.
- 9.2. **Tools and Equipment:** The Contractor will be provided with the required tools and equipment as deemed necessary by the NH Department of Corrections to provide the requested services. Any and all tools, containers, and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 9.3. **Rules and Regulations:** The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 9.4. **Additional Facilities:** Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. If it is necessary to increase the price limitation of the Contract, this provision will require Governor and Executive Council approval.
- 9.5. **Contractor Employee Information:** The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or Subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
 - 9.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
 - 9.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 9.5.3., below.

Promoting Public Safety through Integrity, Respect and Professionalism

**Scope of Services
Exhibit A**

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

Promoting Public Safety through Integrity, Respect and Professionalism

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- 9.9.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302
- 9.10. Contractor Liaison's Responsibilities:
- 9.10.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 9.10.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 9.10.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and
- 9.10.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 9.11. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. Responsibilities of the NH Department of Corrections representative are:
- 9.11.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Department of Corrections regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;
- 9.11.2. Monitoring compliance with the terms of the Contract;
- 9.11.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;
- 9.11.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
- 9.11.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 9.12. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
- 9.12.1. Request the Contractor to provide proof of any and all permits, licenses/certifications to perform Temporary Nursing services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
- 9.12.2. Request the Contractor to provide any and all reports on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections; and
- 9.12.3. Reports and/or information requests shall be forwarded to NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 9.13. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 9.13.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof; this shall include review of the required qualifications of Temporary Nursing staff provided by the Contractor and compliance with the

**Scope of Services
Exhibit A**

- three (3) day business notice for planned staff requests and the one (1) day business notice for unplanned staff requests;
- 9.13.2. The Director and the Operations Administrator of Medical and Forensic Services of the NH Department of Corrections may meet with the Contractor at a minimum of four (4) times a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
- 9.13.3. Request additional reports and/or reviews the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
- 9.13.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
- 9.13.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
- 9.13.5.1. Not in compliance with the terms of the Contract;
- 9.13.5.2. Has lost or has been notified of intention to lose their accreditation and/or licensure;
- 9.13.5.3. Has lost or has been notified of intention to lose their Federal certification and/or licensure; and
- 9.13.5.4. Terminate the Contract as otherwise permitted by law.

10. Other Contract Provisions:

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

11. Bankruptcy or Insolvency Proceeding Notification:

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

12. Embodiment of the Contract:

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

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

13. Cancellation of Contract:

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

14. Contractor Transition:

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

15. Audit Requirement:

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

16. Additional Items/Locations:

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

17. Information:

- 17.1. In performing its obligations under the Contract, the Contractor may gain access to information of inmates/patients, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 17.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction any and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.

Scope of Services
Exhibit A

- 17.3. In the event of unauthorized use or disclosure of the inmates/patients information, the Contractor shall immediately notify the NH Department of Corrections.
- 17.4. All material developed or acquired by the Contractor, due to work performed under the Contract, shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.
- 17.5. All financial, statistical, personnel and/or technical data supplied by NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the Contract and any renewals thereof and may be cause for Contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

18. Public Records:

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

19. Special Notes:

- 19.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 19.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 19.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 19.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 19.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 19.4.2. Secure the Contractor's written agreement to the proposed changes.
- 19.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

**Scope of Services
Exhibit A**

- 19.6. The NH Department of Corrections shall not be held liable for finders, placement, advertising fees or any related hiring fees incurred by the Contractor.
- 19.7. The NH Department of Corrections shall not be held liable for relocation expenses to include lodging, temporary housing or mileage fees as a condition of employment of the Contractor's staffing personnel for the duration or term of the Contract and any renewals thereof.
- 19.8. The Department of Corrections shall not agree to liquidated damage provisions on behalf of the Contractor and/or employees represented by the Contractor. If the Contractor requires the NH Department of Corrections staff signature validation of the Contractor's employees work schedule and/or time sheet, the Contractor shall recognize:
 - 19.8.1. NH Department of Corrections staff does not have contracting and payment authority.

The remainder of this page is intentionally blank.

SECTION C: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page

The Vendor proposes to provide Temporary Nursing Services for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.7 - Completion Date.

Leo R. Blatz CEO February 2, 2015
AUTHORIZED SIGNATURE DATE

Leo R. Blatz, R.N., M.S.N., Chief Executive Officer
NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a "BEST AND FINAL OFFER" (BAFO) from vendors submitting acceptable and/or potentially acceptable proposals. The "BEST AND FINAL OFFER" would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

**Estimated Budget/Method of Payment
Exhibit B**

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

- 2.1. Location: Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M) and Secure Psychiatric Unit, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH.
- 2.2. Registered Nursing Fee Schedule:

Registered Nursing (RN) Fee Schedule				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	RN Hourly Rate	Extended Cost
Weekdays	6:30AM – 3PM (Day)	256	\$ 47.00	\$ 12,032.00
Weekdays	2:30PM – 11PM (Evening)	326	\$ 46.00	\$ 14,996.00
Weekdays	10:30PM – 7AM (Night)	280	\$ 45.00	\$ 12,600.00
Weekends	6:30AM – 3PM (Day)	80	\$ 40.00	\$ 3,200.00
Weekends	2:30PM – 11PM (Evening)	176	\$ 40.00	\$ 7,040.00
Weekends	10:30PM – 7AM (Night)	152	\$ 40.00	\$ 6,080.00
Holiday	6:30AM – 3PM (Day)	16	\$ 40.00	\$ 640.00
Holiday	2:30PM – 11PM (Evening)	16	\$ 40.00	\$ 640.00
Holiday	10:30PM – 7AM (Night)	16	\$ 40.00	\$ 640.00
Estimated Two Year Budget for Temporary RN Services (subtotal column C)			\$	57,868.00

**Estimated Budget/Method of Payment
Exhibit B**

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

- 3.1. Location: Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M) and Secure Psychiatric Unit, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH.
- 3.2. Licensed Practical Nursing Fee Schedule:

Licensed Practical Nursing (LPN) Fee Schedule				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	LPN Hourly Rate	Extended Cost
Weekdays	6:30AM – 3PM (Day)	59	\$ 35.00	\$ 2,065.00
Weekdays	2:30PM – 11PM (Evening)	92	\$ 34.00	\$ 3,128.00
Weekdays	10:30PM – 7AM (Night)	0	\$ 35.00	\$ 0.00
Weekends	6:30AM – 3PM (Day)	33	\$ 34.00	\$ 1,155.00
Weekends	2:30PM – 11PM (Evening)	50	\$ 34.00	\$ 1,700.00
Weekends	10:30PM – 7AM (Night)	0	\$ 34.00	\$ 0.00
Holiday	6:30AM – 3PM (Day)	8	\$ 30.00	\$ 240.00
Holiday	2:30PM – 11PM (Evening)	8	\$ 30.00	\$ 240.00
Holiday	10:30PM – 7AM (Night)	0	\$ 30.00	\$ 0.00
Estimated Two Year Budget for Temporary LPN Services (subtotal column C)			\$	8,528.00

**Estimated Budget/Method of Payment
Exhibit B**

4. Method of Payment:

- 4.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 4.2. Original invoices shall be sent to the NH Department of Corrections, Division of Medical/Forensic Services, and Attn: Director of Nursing, PO Box 1806, Concord, NH 03302-1806 for approval.
- 4.3. Once approved, the original invoices shall be forwarded to the Department's Bureau of Financial Services for processing.
- 4.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NH Department of Corrections and Contract Terms and Conditions and Estimated Budget/Method of Payment, Exhibit B.
- 4.5. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
 - 4.5.1. Invoice date and number;
 - 4.5.2. Facility name and associated Contractor account number (if applicable) representing facility name;
 - 4.5.3. Quantity and number of hours per Temporary Nursing Professional and shift assignment for services rendered;
 - 4.5.4. Itemized service/product total charge per service/product type; and
 - 4.5.5. Attach itemized detailed time sheet for each Temporary Nursing Professional to monthly Contractor invoice.
- 4.6. Contractor errors resulting in service and/or product charge shall be at the expense of the Contractor to include:
 - 4.6.1. Assignment of incorrect service type of Temporary Nursing Professional;
 - 4.6.2. Any related travel expenses for the Contractor's Temporary Nursing Professional to the facilities.
- 4.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.
- 4.8. Weekday billing period for the Day shift shall begin at 7AM and end at 3PM (Monday – Friday); weekday billing period for the Evening shift shall begin at 3PM and end at 11PM (Monday – Friday); weekday billing period for the Night shift shall begin at 11PM (Monday – Thursday and Sunday) and end at 7AM (Tuesday – Friday and Monday), respectfully. For billing purposes only, the billing period for weekday Day, Evening and Night shifts shall not include the one half hour (1/2) unpaid meal break.
- 4.9. Weekend billing period for the Day shift shall begin at 7AM and end at 3PM (Saturday and Sunday); weekend billing period for the Evening shift shall begin at 3PM and end at 11PM (Saturday and Sunday) and weekend Night shifts shall begin at 11PM on Friday and Saturday and end at 7AM on Saturday and Sunday, respectfully. For billing purposes only, the billing period shall not include the one half hour (1/2) unpaid meal break.
- 4.10. Weekday, Weekend and Holiday billing shall not be applied unless an assigned Temporary Nursing Professional actually works on the prospective Day (6:30AM – 3PM), Evening

**Estimated Budget/Method of Payment
Exhibit B**

(2:30PM – 11PM) and Night (10:30PM – 7AM) shift and the billing period shall not include the one half hour (1/2) hour unpaid meal break.

- 4.11. Holiday Day billing period shall begin at 7AM and end at 3PM; Holiday Evening billing shall begin at 3PM and end at 11PM; Holiday Night shift billing period shall begin at 12AM of the Holiday and end at 7AM of the calendar Holiday date and shall not be combined with a Weekday Evening, Night or Weekend Day, Evening or Night rate.
- 4.12. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2015.

5. Appropriation of Funding

- 5.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 5.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 5.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

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Section D: Special Provisions, Exhibit C

1. Special Provisions:

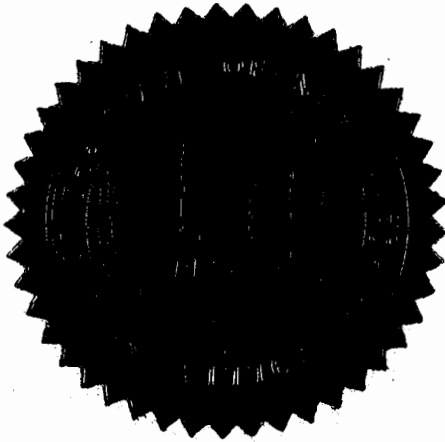
- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

The remainder of this page is intentionally blank.

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 Worldwide Travel Staffing, Limited a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on October 11, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of March, A.D. 2015

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State



State of New Hampshire 2015 ANNUAL REPORT

The following information shall be given as of January 1
preceeding the due date Pursuant to RSA 293-A:16.22.

REPORT DUE BY April 1, 2015

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 03/17/2015
Business ID: 565702
William M. Gardner
Secretary of State

WORLDWIDE TRAVEL STAFFING, LIMITED
2829 SHERIDAN DRIVE
TONAWANDA, NY 14150

ADDRESS OF PRINCIPAL OFFICE:

2829 SHERIDAN DRIVE
TONAWANDA, NY 14150

REGISTERED AGENT AND OFFICE:

LAWYERS INCORPORATING SERVICE
14 CENTRE STREET
CONCORD, NH 03301

ENTITY TYPE: CORPORATION
BUSINESS ID: 565702
STATE OF DOMICILE: NEW YORK

HEALTHCARE STAFFING.

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

- The new mailing address _____
- The new principal office address _____

PO Box is acceptable.

OFFICERS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE OFFICER BELOW)

A

PRES. Laurie A. Dolega
STREET 2829 Sheridan Drive
CITY/STATE/ZIP Tonawanda Ny 14150
TREAS. Laurie A. Dolega
STREET 2829 Sheridan Drive
CITY/STATE/ZIP Tonawanda Ny 14150
V-PRES. Jane T Blatz
STREET 2829 Sheridan Drive
CITY/STATE/ZIP Tonawanda Ny 14150
SECY. Jane T Blatz
STREET 2829 Sheridan Drive
CITY/STATE/ZIP Tonawanda Ny 14150

BOARD OF DIRECTORS

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).
(MUST LIST AT LEAST ONE DIRECTOR BELOW)

B

DIR. Laurie A. Dolega
STREET 2829 Sheridan Drive
CITY/STATE/ZIP Tonawanda Ny 14150
DIR. Jane T Blatz
STREET 2829 Sheridan Drive
CITY/STATE/ZIP Tonawanda Ny 14150
NAME
STREET
CITY/STATE/ZIP
NAME
STREET
CITY/STATE/ZIP

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

To be signed by an officer, director, or any other person authorized by the board of directors.
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: Andrew P. Crawford

Please print name and title of signer: Andrew P. Crawford / AUTHORIZED PARTY
NAME TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):



056570220151004

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Seal)

I, Jane T. Blatz, do hereby certify
(Name of Clerk of the Corporation, can not be the one who signed the contract)

that: I am a duly elected Clerk of Worldwide Travel Staffing, Limited.
(The Corporation)

1. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 2, 2015.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of

Temporary Nursing services.

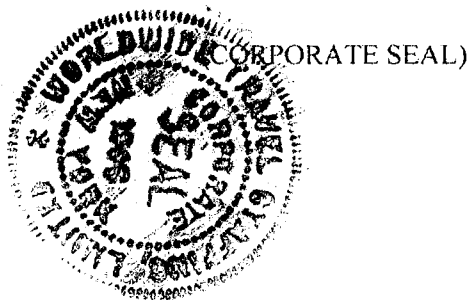
RESOLVED: That the Chief Executive Officer
(Title of the one who signed the contract)

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

2. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of February 2, 2015.
(Today's date)

3. Leo R. Blatz (is/are) is duly elected
(Name of one who signed contract)

Chief Executive Officer of the Corporation.
(Title of one who signed the contract)



Jane Blatz
Signature of the Clerk of the Corporation



CERTIFICATE OF LIABILITY INSURANCE

WORLD-7

OP ID: RG

DATE (MM/DD/YYYY)
07/03/2014

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 M & T Insurance Agency, Inc. 285 Delaware Avenue, Ste 4000 Buffalo, NY 14202 Thomas J. Weir CPCU	CONTACT NAME: Thomas J. Weir CPCU	
	PHONE (A/C No. Ext): 716-853-7960	FAX (A/C No.): 716-651-4290
	E-MAIL ADDRESS: tweir@mandtinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Worldwide Travel Staffing, Ltd 2829 Sheridan Drive Tonawanda, NY 14150	INSURER A: Zurich American Ins Co	16535
	INSURER B: Commerce & Industry Ins. Co.	19410
	INSURER C: Zurich American Ins Co	16535
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

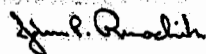
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contractual <input type="checkbox"/> oral/written GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		PRA9699488-02	07/07/2014	07/07/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
			PRA8699488-02	07/07/2014	07/07/2015	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PRA9699488-02	07/07/2014	07/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB9487656-01	07/07/2014	07/07/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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	WC005319581	07/07/2014	07/07/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab. Claims Made		PRA9699488-02 RETRO 7/7/05	07/07/2014	07/07/2015	Each Acc 1,000,000 Aggregate 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

STATEN4 State of New Hampshire NH Department of Corrections P.O. Box 1806 Concord, NH 03302	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 
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**New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit**

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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 benefits of the State, the following insurance: 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 or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

(2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$1,000,000 Per Claim \$1,000,000 Per Incident/Occurrence \$3,000,000 General Aggregate

Les R. Blatz, CEO
Signature & Title

February 2, 2015
Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

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

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections
State of New Hampshire Agency Name



Signature of Authorized Representative

William L. Wren
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

April 15, 2015
Date

Worldwide Travel Staffing, Limited
Contractor Name


Contractor Representative Signature

Leo R. Blatz
Authorized Contractor Representative Name

Chief Executive Officer
Authorized Contractor Representative Title

February 2, 2015
Date

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

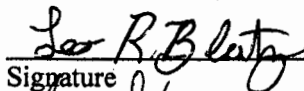
- COR 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
 - b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
 - c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
 - d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
 - e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
 - f) Any intoxicating beverage.
 - g) Sums of money or negotiable instruments in excess of \$100.00.
 - h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
 - i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
 - j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

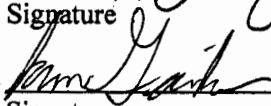
- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Leo R. Blatz
Name


Signature

February 2, 2015
Date

Samuel J. Giordano III
Witness Name


Signature

February 2, 2015
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, polices and procedures of the Department of Corrections and the State of New Hampshire.

Leo R. Blatz
Name

Leo R. Blatz
Signature

February 2, 2015
Date

Samuel J. Giordano III
Witness Name

Samuel J. Giordano III
Signature

February 2, 2015
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Leo R. Blatz
Name

Leo R. Blatz
Signature

February 2, 2015
Date

Samuel J. Giordano III
Witness Name

Samuel J. Giordano III
Signature

February 2, 2015
Date

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Leo R. Blatz 
Printed Name/Signature of Contractor Representative

February 2, 2015

Date

Chief Executive Officer, Worldwide Travel Staffing, Limited
Organization and Title of Contractor Representative



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

**PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment of a resident

The act aimed to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the “zero tolerance” to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 633-A:2 and 633-A:3, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 633-A:2, RSA 633-A:3 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Leo R. Blatz Date: February 2, 2015
(Name of Contract Signatory)

Signature: *Leo R. Blatz*
(Signature of Contract Signatory)

CERTIFICATE OF DISTINCTION

has been awarded to

Worldwide Travel Staffing
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Tonawanda, NY

for

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The Joint Commission

based on a review of compliance with national standards

October 18, 2013

Certification is customarily valid for up to 24 months.

Rebecca J. Patchin, M.D.
Chair, Board of Commissioners

Organization ID #488772
Print/Reprint Date: 12/13/13

Mark R. Chassin, MD, FACP, MPP, MPH
President

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