



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

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

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/hdoc

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

May 7, 2019

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a contract with Staff Today, Inc. (STI) (VC# 302125), 212 East Rowland Street, #313, Covina, CA 91723, in the amount of \$530,564.14, for the provision of Temporary Nursing and Pharmacist services, for the period beginning July 1, 2019 through June 30, 2021, effective upon Governor and Executive Council approval, with the option to renew for two (2) additional periods of up to one (1) year each. 100% General Funds

Funding is available in the following account, Medical-Dental: 02-46-46-465010-8234-101-500729 as follows with the authority to adjust encumbrances in each State Fiscal Year through the Budget Office if necessary and justified. Funding for SFY 2020 and SFY 2021 is contingent upon the availability and continued appropriation of funds.

Staff Today, Inc. (STI)				
Account	Description	SFY 20	SFY 21	Total
02-46-46-465010-8234-101-500729	Medical Providers	265,282.07	265,282.07	530,564.14
Total Contract Amount		\$ 265,282.07	\$ 265,282.07	\$ 530,564.14

EXPLANATION

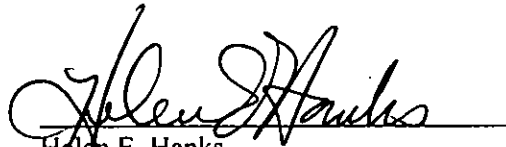
This contract is to provide temporary nursing staff at the NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), NH Correctional Facility for Women (NHCF-W), Concord, NH and the Northern NH Correctional Facility (NCF), Berlin, NH. This contract also provides temporary pharmacy staff for our central pharmacy located at the NHSP-Mén, which fills the medication orders at all the sites listed above, and our transitional housing facilities.

The Department's ongoing nursing vacancy rate is approximately 15%. In the past year, the Department experienced a nursing vacancy rate as high as 20% and as low as 10%. Having access to temporary nursing services will help enable the Department to meet its patient care needs and minimum staffing levels for nurses.

The NH Department of Corrections is at full capacity with nine (9) pharmacy staff. However, the Department does not have any replacement coverage for the current staff in the event that an employee(s) is on long-term leave or if a vacancy occurs. This contract will ensure we have access to temporary pharmacy staff in the absence of State pharmacy staff, which is critical to ensure that prescriptions are filled timely and we continue with effective pharmacy operations.

This Request for Proposal (RFP) was posted on the NH Department of Corrections website, <https://www.nh.gov/nhdcc/business/rfp.html>, for eight (8) consecutive weeks and notification of the solicitation was provided to sixteen (16) potential vendors and scored utilizing a consensus methodology by a three-person evaluation committee for the purpose of preserving the privacy of the evaluators. Four (4) potential vendors responded with two (2) proposals disqualified. In accordance with the Terms and Conditions of the RFP, the Department awarded the contract to Staff Today, Inc. (STI), in the amount for \$530,564.14.

Respectfully Submitted,


Helen E. Hanks
Commissioner



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Paula L. Mattis
Director

RFP Bid Evaluation and Summary
Temporary Nursing and Pharmacist Services
NHDOC 19-02-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 respondents to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 35 points
 - b. Organizational Capability – 45 points
 - c. Program Structure/Plan of Operation – 20 points
 - d. References – Pass/Fail
- 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 31 of NHDOC 19-02-GFMED Temporary Nursing and Pharmacist Services RFP.
 - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Total Estimated Cost, Organizational Capability, Program Structure/Plan of Operation and References are acceptable to the Department.

Evaluation Team Members:

- Paula Mattis, FACHE, Director, Medical & Forensic Services, NH Department of Corrections
- Bernie Campbell, BS, PT, Deputy Director, Medical & Forensic Services, NH Department of Corrections
- Ryan Landry, RN-BC, MSN, Assistant Director of Nursing, Medical & Forensic Services, NH Department of Corrections

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



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**RFP Scoring Matrix
Temporary Nursing & Pharmacy Services
NHDOC 19-02-GFMED**

Respondents:

- *Staff Today, Inc. (STI)*
212 East Rowland Street
Suite 313
Covina, CA 91723
- *Management Registry, Inc.*
1868 Campus Place
Louisville, KY 40299

Disqualified Respondents:

- Diskriter, Inc.
- Worldwide Travel Staffing, LTD

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 technical and cost-effective manner.
 1. Total Estimated Cost – 35 points
 2. Organizational Capability – 45 points
 3. Program Structure/Plan of Operation – 20 points
 4. References – Pass/Fail

NHDOC 19-02-GFMED RFP Scoring Matrix			
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Management Registry, Inc.	Staff Today, Inc. (STI)
<i>Total Estimated Cost</i>	35	33	35
<i>Organizational Capability</i>	45	41	45
<i>Program Structure/Plan of Operation</i>	20	19	20
<i>References</i>	Pass/Fail	Pass	Pass
Total	100	93	100

Contract Award:

- *Staff Today, Inc. (STI)*
212 East Rowland Street
Suite 313
Covina, CA 91723

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**RFP Evaluation Committee Member Qualifications
Temporary Nursing and Pharmacist Services
NHDOC RFP 19-02-GFMED**

Paula Mattis FACHE, Division Director, Medical & Forensic Services:

Ms. Mattis is the Non-Medical Director, Division of Medical & Forensic Services. Her professional history includes seven years as the Administrator of Community Integration, four years as the Chief Operating Officer and three years as the Acting Chief Executive Officer at the State of New Hampshire, New Hampshire Hospital. Prior to this appointment, Ms. Mattis was President and Chief Executive Officer of the Animal Rescue League of New Hampshire. Ms. Mattis received her Bachelor of Arts degree with honors in Psychology (major) and Sociology (minor) from the University of Texas and a Master's of Social Work, specializing in Community Mental Health from the University of Illinois.

Bernie Campbell, BS, PT, Deputy Director, Medical & Forensic Services:

Ms. Campbell is the Deputy Director for the Division of Medical & Forensic Services of the NH Department of Corrections. In this capacity, Ms. Campbell's role is to administer and supervise allied health services for the Division of Medical & Forensic Services and is responsible to ensure public and institutional safety for all sites through staff and contract monitoring and evaluation. Ms. Campbell is a graduate of UMass Lowell and has involvement with the Department for over twenty-eight years, most recently in the capacity of Director of Rehabilitation Services. Ms. Campbell's experience has included ownership of a physical therapy clinic as well as vast acute care hospital experience.

Ryan Landry, RN-BC, MSN, Assistant Director of Nursing, Medical & Forensics:

Mr. Landry is the Assistant Director of Nursing for the Division of Medical & Forensic Services of the NH Department of Corrections. Mr. Landry currently organizes and facilitates nursing care throughout all facilities for the Department while supervising members of the nursing team. Mr. Landry has over thirteen years of experience in various nursing roles within the division, including Nurse Specialist and Nurse Coordinator of both the Northern NH Correctional Facility (NCF) and the NH State Prison for Men (NHSP-M). Mr. Landry is board certified by the American Nurses Credentialing Center with a specialty in Pain Management Nursing. He received an Associate of Science/Nursing Degree from the White Mountain Community College, as well as a Bachelor of Science/Nursing Degree and Masters of Science/Nursing Leadership and Management Degree from Western Governor's University.

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Commissioner

Paula L. Mattis
Director

**Bidders List
Temporary Nursing and Pharmacist Services
NHDOC RFP 19-02-GFMED**

<p>AB Staffing Solutions, LLC 3451 Mercy Rd. Gilbert AZ 85297 Andrew Smith (o) (480) 719-7252 (o) (888) 515-3900 (c) asmith@ABstaffing.com (w) www.abstaffing.com</p>	<p>Core Medical Group 3000 Goffs Falls Road, Suite 101 Manchester, NH 03103 Danille Malayandy Sr. Account Manager, Permanent Placement Services (o) (800) 995-2673 x1349 (f) (866) 420-1055 (c) Danille.Malayandy@CoreMedicalGroup.com (w) www.coremedicalgroup.com</p>
<p>Access Healthcare Staffing and Recruitment 5025 S. Eastern Ave. Suite 25 Las Vegas, NV 89119 (tf) (866) 423-1758 (o) (702) 597-1758 (e) jobs@ahcsr.com (e) admin@ahcsr.com (w) www.accesshealthcareusa.com</p>	<p>Delta Healthcare Providers 3100 Olympus Boulevard Suite 500 Dallas, TX 75019 (o) (866) 221-5405 (e) info@DeltaHCP.com</p>
<p>Astrya Global, Inc. 109 East 17th Street Suite 63 Cheyenne, WY 92109 Jeffrey Leas (o) (203) 260-0344 (o) (858) 352-6435 (c) Jeffrey.leas@astryaaglobal.com (w) www.astryaglobal.com</p>	<p>Diskriter, Inc. 2840 Library Road, Suite 300 Pittsburgh, PA 15234 Laveena Yadav Chief Executive Officer (o) (800) 242-1622 (f) (877) 815-6528 (c) laveena.yadav@diskriter.com (w) www.diskriter.com</p>
<p>CareerStaff Unlimited, LLC 6333 N. State Highway 161 Suite 100 Irving, TX 75038 Timothy Tirey Director, Pharmacy Staffing/CSU RX (o) 972-812-3200 (e) Timothy.tirey@careerstaffrx.com (w) www.careerstaff.com</p>	<p>Jackson Healthcare (Jackson Nurse Professionals Jackson Pharmacy Professionals) 3452 Lake Lynda Drive Suite 200 Orlando, FL 32817 (o) (407) 249-6046 (o) (877) 500-6508 (tf) (800) 774-7785 Ext 3146 (e) JPhillips@jacksonpharmacy.com (w) www.jacksonhealthcare.com (w) www.jacksonnursing.com (w) www.jacksonpharmacy.com</p>

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Bidders List
Temporary Nursing and Pharmacist Services
NHDOC RFP 19-02-GFMED

<p>MAS Medical Staffing Corporation 156 Harvey Road Londonderry, NH 03053 Steve Manning, Account Executive (o) 603-657-6517 Ext 127 (f) 603-218-7676 (e) SManning@masmedicalstaffing.com (w) www.masmedicastaffing.com</p>	<p>Supplemental Healthcare, Inc. 400 Trade Center Suite 4890 Woburn, MA 01801 (o) (781) 937-9777 (f) (866) 955-9767 (e) ContactUs@shccares.com (w) www.shccares.com</p>
<p>Management Registry, Inc. 1868 Campus Place Louisville, KY 40299 Stacey L. Dlouhy President – Government Solutions (o) (888) 851-3588 (f) (888) 873-7106 (e) sdlouhy@managementregistry.com (w) www.managementregistry.com</p>	<p>The Execu/Search Group 675 3rd Avenue, 5th Floor New York, NY 10017 Sandra Huljev Director – Healthcare (o) (212) 871-0613 (e) SHuljev@execu-search.com (w) www.execu-search.com</p>
<p>Maxim Healthcare Services 1750 Elm Street Suite 602 Manchester, NH 03104 James Ewing Client Relationship Manager (o) 603-263-4605 (f) 877-306-8305 (e) jacwing@maxhealth.com (w) www.maximhealthcare.com</p>	<p>Worldwide Travel Staffing, Limited 2829 Sheridan Drive Tonawanda, New York 14150 Sam Giordano, VP of Correctional Staffing (o) (866) 633-3700 Ext 110 (f) (877) 375-2450 (e) lblatz@worldwidetravelstaffing.com (e) sgjordano@worldwidetravelstaffing.com (w) www.worldwidetravelstaffing.com</p>
<p>RCM Health Care Services 575 Eight Avenue, 6th Floor New York, NY 10018 (o) 212-221-1544 (f) 212-869-4549 (e) Andrew.hay@rcmt.com (w) www.rcmhealthcare.com</p>	
<p>Staff Today, Inc. 212 East Rowland Street Suite 313 Covina, CA 91723 Aby Mamboleo Chief Executive Officer (o) 800-928-5561 (f) 877-858-6263 (e) lilian@stafftodayinc.com (w) www.stafftodayinc.com</p>	

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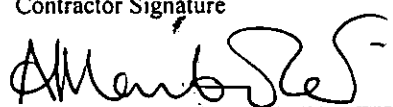
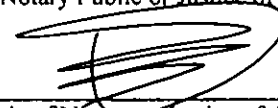
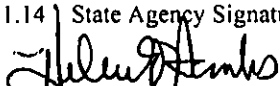

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

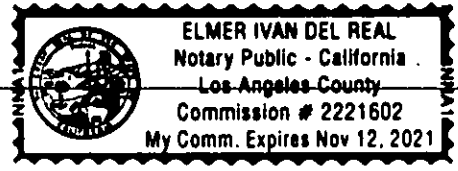
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302-1806	
1.3 Contractor Name Staff Today Inc (STI)		1.4 Contractor Address 212 E. Rowland Street #313, Covina, CA 91723	
1.5 Contractor Phone Number 800-928-5561	1.6 Account Number 02-46-46-465010-8234 -101-500729	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$530,564.14
1.9 Contracting Officer for State Agency Helen E. Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-7363	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Abigail Lillian Mamboleo - CEO	
1.13 Acknowledgement: State of <u>CA</u> , County of <u>LOS ANGELES</u> On <u>4/11/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  (SEE ATTACHED)			
1.13.2 Name and Title of Notary or Justice of the Peace Public Notary			
1.14 State Agency Signature  Date: <u>5/7/19</u>		1.15 Name and Title of State Agency Signatory Helen E. Hanks, 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) (if applicable) By:  On: <u>5/17/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of LOS ANGELES

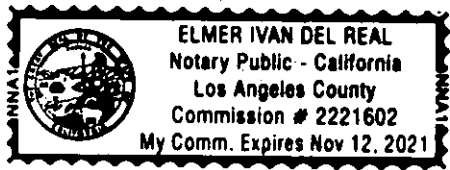
On April, 11 2019 before me, ELMER I. DEL REAL, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared ABIGAIL VILAN NYAMOTA MAMBOLED
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: AGREEMENT GENERAL PROVEBSS Document Date: 4/11/19
Number of Pages: 4 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

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

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials

AM

Date

4/11/19

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

SECTION D: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek temporary nursing and pharmacist (pharmacy) services for the patient population of the NH Department of Corrections' correctional system for temporary placement of services. Required temporary nursing and pharmacy services are generally known in advance, however, there are instances where unforeseen events, such as vacant positions, preclude advance knowledge of need. Proposed temporary nursing and pharmacy services shall be provided by an all-inclusive flat fee rate.

2. Terms of Contract:

Contract(s) awarded by the Governor and Executive Council through the NH Department of Corrections as a result of this RFP is anticipated to be effective for the period beginning July 1, 2019 or upon approval of the Governor and Executive Council (G&C) whichever is later through June 30, 2022 with an option to renew for two (2) additional periods of up to one (1) year each 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 for Nursing disciplines:

Northern Region – NHDOC Northern NH Correctional Facility Location		
Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region – NHDOC Southern NH Correctional Facility Locations		
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 Correctional Facility for Women (NHCF-W)	42 Perimeter Road	Concord, NH 03301

3.2. Location of Services for Pharmacy disciplines:

Southern Region – NHDOC Southern NH Correctional Facility Locations		
NH State Prison for Men (NHSP-M)	281 North State Street	Concord, NH 03301

3.3. Locations/volume of need per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations/volume of need 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.

3.4. Partial Proposals for the requested temporary nursing and pharmacist services for the NH Department of Corrections' correctional facilities shall not be accepted.

4. Minimum Required Services:

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

- 4.1. Provide temporary nursing and pharmacy professionals to the NH Department of Corrections for placement on a temporary basis; such professional shall include, but not be limited to Registered Nurses (RN's) and Licensed Practical Nurses (LPN's) and Pharmacists.
- 4.2. Provide only those temporary nursing and pharmacy professionals who maintain valid State of NH professional licenses, certifications and/or qualifications required by law for the performance of the services required. No temporary nursing and pharmacy professionals shall be referred to the NH Department of Corrections without the proper licensure documentation required by federal, state or local law. Certification for nursing and pharmacy disciplines are regulated by boards of the NH Office of Professional Licensure and Certification, <https://www.oplc.nh.gov/>. The Board of Nursing oversees the practice of nursing as defined under the Nurse Practice Act RSA 326-B and further defined under the Administrative Rules 100-800. The Board of Pharmacy oversees the practice of pharmacists as defined under RSA 318 and RSA 318B and further defined under the Administrative Rule Ph 100-2000. The Board of Pharmacy's current rulemaking initiatives are still in progress with proposed rules yet in effect. A list of the proposed rules can be found via <https://www.oplc.nh.gov/pharmacy/laws-rules.htm>.
- 4.3. The Contractor shall be responsible for the oversight of ensuring that temporary nursing and pharmacy professionals are informed and understand their scope of practice as defined by the Board of Nursing and Board of Pharmacy's RSAs and Administrative Rules.
- 4.4. 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.
- 4.5. The NH Department of Corrections shall retain ultimate responsibility for the management of patient care.
- 4.6. The temporary nursing and pharmacy professional placed by the Contractor shall be under the direction and supervision of the NH Department of Corrections.
- 4.7. 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.
- 4.8. The NH Department of Corrections reserves the right to refuse placement of any temporary nursing and pharmacy professional with or without cause.
- 4.9. In performing the services specified by the NH Department of Corrections, the temporary nursing and pharmacy professional 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 and pharmacy professional.
- 4.10. 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, worker's compensation, unemployment, medical insurance expenses and retirement benefits.
- 4.11. Normal paid shifts for nursing disciplines shall consist of eight (8) hours, occurring on three (3) shifts; Day Shift (6:30AM-3PM), Evening Shift (2:30PM-11PM) and Night Shift (10:30PM-7AM) with the temporary nursing professional granted a half (½) hour unpaid lunch break. The Department shall not be charged for the unpaid meal break.
- 4.12. Normal paid shifts for pharmacy disciplines shall consist of up to ten (10) hours of any allotment of time between 7:00AM – 5:00PM, Monday – Friday (excluding weekends and observed State Holidays), with the temporary pharmacy professional granted a half (½) hour unpaid lunch break. The Department shall not be charged for the unpaid meal break.

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- 4.13. 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.
- 4.14. The NH Department of Corrections will provide an initial sixteen (16) hour billable orientation to temporary nursing and pharmacist 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 and pharmacy 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/nhd/doc/policies/index.html>, and will be required to sign documentation attesting that the temporary nursing and pharmacy professional understands the requirements and potential ramifications of PPD 5.19.
- 4.15. The NH Department of Correction's State 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.
- 4.16. Contractor, not the State, shall be responsible for expenses incurred by the temporary nursing and pharmacy professional for and maintaining current licensures, certifications and continuing education costs.
- 4.17. Contractor shall not charge the NH Department of Corrections for any finders/placement fees for any temporary nursing and pharmacy professional placed for temporary assignment.
- 4.18. 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.
- 4.19. Contractor's temporary nursing and pharmacy professional assigned shall be informed 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/nhd/doc/policies/index.html>.
- 4.20. **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:
 - 4.20.1. Toothbrush/toothpaste/dental floss;
 - 4.20.2. Hand sanitizer/hand soap;
 - 4.20.3. Comb/brush;
 - 4.20.4. Feminine products;
 - 4.20.5. Coffee cup/thermos;
 - 4.20.6. Small/medium lunch box made of plastic (no larger than 30 quart);
 - 4.20.7. Plastic eating utensils;
 - 4.20.8. Pens/pencils;
 - 4.20.9. Purse/wallet (no more than \$100.00 in cash)/sunglasses and
 - 4.20.10. Prescribed and over-the-counter (OTC) medications (no more than a one (1) day supply in a properly labeled prescription bottle/container, obtained from a pharmacy).

**Scope of Services
Exhibit A**

4.21. Contractor staff providing services shall have a security clearance to include a background check and fingerprinting.

5. Service Utilization:

5.1. Registered Nurse (RN) and Licensed Practical Nurse (LPN)

Shift	Registered Nurse	Licensed Practical Nurse
6:30AM – 3PM	1,020 Hours	200 Hours
2:30AM – 11PM	1,302 Hours	300 Hours
10:30AM – 7AM	1,062 Hours	0 Hours
Total Estimated Service Utilization	3,384 Estimated Hours	500 Estimated Hours

5.2. Pharmacists

Shift	Pharmacists
7:00AM – 5PM	3,646 Hours
Total Estimated Service Utilization	3,646 Estimated Hours

6. Service Schedule:

Contractor shall provide services for the following required shifts listed below marked with an X.

	Discipline	Service Schedule	Shift	Day of the Week that Shift Begins	Hours of Work
X	RN/LPN	Weekdays	Day	(Monday - Friday)	6:30AM - 3PM
X	RN/LPN	Weekdays	Evening	(Monday - Friday)	2:30PM - 11PM
X	RN/LPN	Weekdays	Night	(Monday - Thursday)	10:30PM - 7AM
X	RN/LPN	Weekends	Day	(Saturday - Sunday)	6:30AM - 3PM
X	RN/LPN	Weekends	Evening	(Saturday - Sunday)	2:30PM - 11PM
X	RN/LPN	Weekends	Night	(Friday - Sunday)	10:30PM - 7AM
X	RN/LPN	Holiday	Day		6:30AM - 3PM
X	RN/LPN	Holiday	Evening		2:30PM - 11PM
X	RN/LPN	Holiday	Night (Eve)		10:30PM - 7AM
X	Pharmacist	Weekday	Day	(Monday-Friday)	7:00AM -5PM

- 6.1. Weekday Day shifts shall begin at 6:30AM and end at 3:00PM on Monday, Tuesday, Wednesday, Thursday and Friday.
- 6.2. Weekday Evening shifts shall begin at 2:30PM and end at 11:00PM on Monday, Tuesday, Wednesday, Thursday and Friday.
- 6.3. Weekday Night shifts shall begin at 10:30PM on Monday, Tuesday, Wednesday, Thursday and Sunday and end at 7:00AM on Tuesday, Wednesday, Thursday, Friday and Monday.
- 6.4. Weekend Day shifts shall begin at 6:30AM and end at 3:00PM on Saturday and Sunday.
- 6.5. Weekend Evening shifts shall begin at 2:30PM and end at 11:00PM on Saturday and Sunday.
- 6.6. Weekend Night shifts shall begin at 10:30M on Friday and Saturday and end at 7:00AM on Saturday and Sunday.

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- 6.7. Weekday (Monday – Friday) for temporary pharmacy professionals shall begin at 7:00AM – 5:00PM (excluding weekends and observed State Holidays).
- 6.8. Observed Holidays shall follow the State of New Hampshire, Division of Personnel designated calendar Holidays.
- 6.9. Holidays that fall on a Weekend Day shall be observed on their prospective calendar date.
- 6.10. Columbus and Election Day shall not be considered as a State of New Hampshire Holiday.
- 6.11. 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.
- 6.12. 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.
- 6.13. 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.

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

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

Note: Although the following Holiday, Columbus Day, is listed in RSA 288:1 as State holiday, it is not a paid State holiday for State employees. State Offices will remain open for Columbus Day and to include Election Day. State Holiday schedules are located at <https://das.nh.gov/hr/>.

8. General Service Provisions:

- 8.1. Notification of Required Services: The NH Department of Corrections, Director of Nursing, or designee shall contact the Contractor when service is required for nursing services. A list of NH Department of Corrections, Nursing Coordinators will be provided to the Contractor upon awarding of a Contract. The NH Department of Corrections, Deputy Director of Medical and Forensic Services, or designee shall contact the Contractor when service is required for pharmacist services.
- 8.2. Contractor Credentials: The Contractor shall furnish any valid professional licenses, certifications and/or qualifications required by law for the performance of the requested services of the Contract.
- 8.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.

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- 8.4. Facilities: Upon agreement of both parties, facilities belonging to the NH Department of Corrections may be increased/decreased to the Contract. If it is necessary to increase the price limitation of the Contract, this provision will require Governor and Executive Council approval.
- 8.5. 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.
- 8.5.1. 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.
- 8.5.2. 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 8.5.3., below.
- 8.5.3. 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.
- 8.6. 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 certificate required by law and regulations to provide the required services.
- 8.7. 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.
- 8.8. 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.
- 8.9. 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.
- 8.9.1. 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.
- 8.9.2. 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.
- 8.9.3. 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.
- 8.10. Contractor Liaison's Responsibilities: Contractor's Liaison shall be responsible for:
- 8.10.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;
- 8.10.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 8.10.3. 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
- 8.10.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues with may arise.
- 8.11. NH Department of Corrections Contract Liaison Responsibilities: The Division Director, Medical and Forensic Services, 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. NH Department of Corrections representative shall be responsible for:
- 8.11.1. Representing the NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH

- Department of Corrections regarding all aspects of the Contract subject to the NH Governor and Executive Council approval, where needed;
- 8.11.2. Monitoring compliance with the terms of the Contract;
 - 8.11.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
 - 8.11.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 8.11.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 8.12. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
- 8.12.1. Request the Contractor to provide proof of any and all permits, licenses/certificates to perform/provide requested 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;
 - 8.12.2. 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
 - 8.12.3. 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.
- 8.13. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 8.14. Performance Measures: NH Department of Corrections shall, at its sole discretion:
- 8.14.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof; this shall include review of the required qualifications of Temporary Nursing staff provided by the Contractor and compliance with the three (3) day business notice for planned staff requests and the one (1) day business notice for unplanned staff requests;
 - 8.14.2. The Division Director, Medical and Forensic Services, or designee 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;
 - 8.14.3. 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;
 - 8.14.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
 - 8.14.5. Terminate the Contract if the NH Department of Corrections determines that the Contractor is:
 - Not in compliance with the terms of the Contract;
 - Has lost or has been notified of intention to lose their accreditation/certification/licensure/permits; and
 - Terminate the Contract as otherwise permitted by law.

- 8.14.6. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If the reports are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies; and
- 8.14.7. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract and any renewals thereof.

9. Other Contract Provisions:

- 9.1. 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.
 - 9.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Correction determines that the Contractor is:
 - Not in compliance with the terms of the Contract, or;
 - As otherwise permitted by law or as stipulated within this Contract.
- 9.2. Coordination of Efforts: The Contractor shall fully coordinate the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract and any renewals thereof.

10. Bankruptcy or Insolvency Proceeding Notification:

- 10.1. 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.
- 10.2. 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.

11. Embodiment of the Contract:

- 11.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
 - 11.1.1. Request of Proposal (RFP) and any addendums thereto;
 - 11.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 11.1.3. Negotiated document (Contract) and amendments 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 which is approved by the Governor and Executive Council of the State of New Hampshire.
- 11.2. 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 11.1.3. shall govern.
- 11.3. 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.

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12. Cancellation of Contract:

- 12.1. The NH 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.
- 12.2. 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.
- 12.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 12.4. 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.

13. Contractor Transition:

NH Department of Corrections, at its discretion, in 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.

14. 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. The NH Department Corrections reserves the right to have financial audits conducted by the Department or a third party.

15. Additional Equipment/Patients/Positions/Locations:

Upon agreement of both party's additional equipment, if applicable, and/or other patients under the custody of other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment, positions, and/or facilities listed as part of the provision of services of the Contract may be deleted as well. Upon mutual agreement of additional equipment or positions, the State will negotiate the cost with the Contractor; the Department will seek a Contract Amendment for approval of the Governor and Executive Council when these additions increase the cost of the Contract.

16. Information:

- 16.1. In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). 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.
- 16.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract.
- 16.3. In the event of unauthorized use or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.

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- 16.4. All material developed or acquired by the Contractor, as a result of work 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.
- 16.5. 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 this Contract and may result in Contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

17. 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/1/9-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.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted

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from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

18. Contractor Personnel:

- 18.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 18.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

19. Notification to the Contractor:

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

20. Prison Rape Elimination Act (PREA) of 2003:

Contractor shall 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.

21. Administrative Rules, Policies, Regulations and Policies, Procedures and Directives:

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhd/doc/business/rfp_bidding_tools.htm

22. Special Notes:

- 22.1. Headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 22.2. 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.
- 22.3. Locations/volume of need per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations/volume of need 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.

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- 22.4. 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.
- 22.5. The Contractor must be equipped to provide accessible access to services as per the American's with Disabilities Act and the Governor's Commission on Disability.
- 22.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 22.7. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 22.8. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers Compensation and Employers Liability Insurance.
- 22.9. Contractor shall name the State of New Hampshire as additionally insured for the life of the Contract and any renewals thereof.
- 22.10. Contractor shall provide proof and identify limits and expiration dates of General Liability Excess Umbrella Liability coverage (if applicable), Workers Compensation and Employers Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

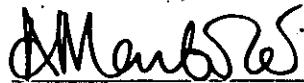
The remainder of this page is intentionally blank.

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

1. Signature Page:

The Vendor proposes to provide Temporary Nursing and Pharmacist 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 (v. 5/8/15), section 1.7 – Completion Date.



AUTHORIZED SIGNATURE

4/11/2019

DATE

Aby Lilian Mamboleo, CEO

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).

The remainder of this page is intentionally blank.

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

2. Estimated Budget (Fee Schedule), Registered Nurses (RN):

2.1. Location: Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU) and NH Correctional Facility for Women (NHCF-W), Concord, NH.

Registered Nurse (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)	662	\$ 44.00	\$ 29,128.00
Weekdays	2:30PM – 11PM (Evening)	802	\$ 44.00	\$ 35,288.00
Weekdays	10:30PM – 7AM (Night)	610	\$ 44.00	\$ 26,840.00
Weekends	6:30AM – 3PM (Day)	310	\$ 46.00	\$ 14,260.00
Weekends	2:30PM – 11PM (Evening)	452	\$ 46.00	\$ 20,792.00
Weekends	10:30PM – 7AM (Night)	404	\$ 46.00	\$ 18,584.00
Holiday	6:30AM – 3PM (Day)	48	\$ 61.60	\$ 2,956.80
Holiday	2:30PM – 11PM (Evening)	48	\$ 61.60	\$ 2,956.80
Holiday	10:30PM – 7AM (Night)	48	\$ 61.60	\$ 2,956.80
Estimated Two Year Budget for Temporary RN Services (subtotal column C)			\$ 153,762.40	

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

3.1. Location: Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU) and NH Correctional Facility for Women (NHCF-W), Concord, NH.

Licensed Practical Nurse (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)	118	\$ 31.75	\$ 3,746.50
Weekdays	2:30PM – 11PM (Evening)	184	\$ 31.75	\$ 5,842.00
Weekdays	10:30PM – 7AM (Night)	0	\$	\$ 0
Weekends	6:30AM – 3PM (Day)	66	\$ 33.75	\$ 2,227.50
Weekends	2:30PM – 11PM (Evening)	100	\$ 33.75	\$ 3,375.00
Weekends	10:30PM – 7AM (Night)	0	\$	\$
Holiday	6:30AM – 3PM (Day)	16	\$ 44.45	\$ 711.20
Holiday	2:30PM – 11PM (Evening)	16	\$ 44.45	\$ 711.20
Holiday	10:30PM – 7AM (Night)	0	\$	\$
Estimated Two Year Budget for Temporary LPN Services (subtotal column C)			\$ 16,613.40	

4. Estimated Budget (Fee Schedule), Pharmacists:

4.1. Location: NH State Prison for Men (NHSP-M)

Pharmacist Fee Schedule				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/Hours	Pharmacist Hourly Rate	Extended Cost
Weekdays	7:00AM – 5PM (Day)	3,646	\$ 98.79	\$360,188.34
Estimated Two Year Budget for Temporary Pharmacist Services (subtotal column C)				\$ 360,188.34

5. Method of Payment:

- 5.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service.
- 5.2. Invoices shall be sent to the NH Department of Corrections, Deputy Director of Nursing, or designee, P.O. Box 1806, Concord, NH 03302 for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302-1806.
- 5.3. 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 submitted in accordance with the instructions established by the NH Department of Corrections. Adjustments to be corrected from errors to the Contractor's monthly invoice may include:
 - 5.3.1. Incorrect Rate;
 - 5.3.2. Incorrect Shift Differential; and
 - 5.3.3. Incorrect Amount of Hours Worked (reconciled by submission of individual time sheet).
- 5.4. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contract within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
 - 5.4.1. Invoice date and number;
 - 5.4.2. Facility name and associated Contractor account number (if applicable) representing facility name;
 - 5.4.3. Quantity and number of hours per temporary nursing and pharmacy professional and shift assignment for services rendered;
 - 5.4.4. Itemized service total charge per service discipline;
 - 5.4.5. Attach itemized detailed time sheet for each temporary nursing and pharmacy professional to monthly Contractor invoice.
- 5.5. 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.
- 5.6. The temporary nursing professional weekday billing period for the Day shift shall begin at 6:30AM and end at 3:00PM (Monday – Friday); weekday billing period for the Evening shift

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shall begin at 2:30PM and end at 11:00PM (Monday – Friday); weekday billing period for the Night shift shall begin at 10:30PM (Monday – Thursday and Sunday) and end at 7:00AM (Tuesday – Friday and Monday), respectfully. For billing purposes only, the billing period for weekday Day, Evening and Night shifts shall not include the granted half (½) hour unpaid lunch break.

- 5.7. Weekday, Weekend and Holiday billing shall not be applied unless an assigned temporary nursing professional actually works on the prospective Day (6:30AM – 3:00PM), Evening (2:30PM – 11:00PM), Night (10:30PM – 7:00AM), Holiday Night (12:00 – 7:00AM) shift and the billing period shall not include the granted half (½) hour unpaid lunch break.
- 5.8. The temporary nursing professional Holiday Day billing period shall begin at 6:30AM and end at 3:00PM; Holiday Evening billing shall begin at 2:30PM and end at 11:00PM; Holiday Night shift billing period shall begin at 12:00AM of the Holiday and end at 7:00AM of the calendar Holiday date and shall not be combined with a Weekday Evening, Night or Weekend Day, Evening or Night rate.
- 5.9. The temporary pharmacy professional weekday billing period for the Day shift shall be any allotment of time between 7:00AM and end at 5:00PM (Monday – Friday) excluding weekends and observed State Holidays. For billing purposes only, the billing period shall not include the granted half (½) hour unpaid lunch break
- 5.10. 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, 2020.

6. Appropriation of Funding

- 6.1. 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.
 - 6.1.1. 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.
 - 6.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

The remainder of this page is intentionally blank.

SECTION F: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF MEDICAL & FORENSIC
SERVICES

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

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

Helen M. Hanks
Commissioner

Paula L. Mattis
Director

ADDENDUM # 1 to RFP NHDOC 19-02-GFEMD

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: NHDOC 19-02-GFMED Temporary Nursing and Pharmacist Services

(1) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: SECTION A: Terms, Conditions and Procedures for Submitting Proposals, Page 4 of 41

Delete:

2. Performance Period:

"A Contract awarded by the Governor and Executive Council through the NH Department of Corrections as a result of this RFP is anticipated to be effective for the period beginning July 1, 2019 or upon approval of the Governor and Executive Council (G&C) whichever is later through June 30, 2022 with an option to renew for two (2) additional periods of up to one (1) year each only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council."

Add:

2. Performance Period:

"A Contract awarded by the Governor and Executive Council through the NH Department of Corrections as a result of this RFP is anticipated to be effective for the period beginning July 1, 2019 or upon approval of the Governor and Executive Council (G&C) whichever is later through June 30, 2021 with an option to renew for two (2) additional periods of up to one (1) year each only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council."

(2) Addendum Descriptor: Change/Correction/Clarification:

RFP Change: SECTION D: Scope of Services, Exhibit A, Page 22 of 41

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Delete:

2. Terms of Contract:

"Contract(s) awarded by the Governor and Executive Council through the NH Department of Corrections as a result of this RFP is anticipated to be effective for the period beginning July 1, 2019 or upon approval of the Governor and Executive Council (G&C) whichever is later through June 30, 2022 with an option to renew for two (2) additional periods of up to one (1) year each only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council."

Add:

2. Terms of Contract:

"Contract(s) awarded by the Governor and Executive Council through the NH Department of Corrections as a result of this RFP is anticipated to be effective for the period beginning July 1, 2019 or upon approval of the Governor and Executive Council (G&C) whichever is later through June 30, 2021 with an option to renew for two (2) additional periods of up to one (1) year each only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council."

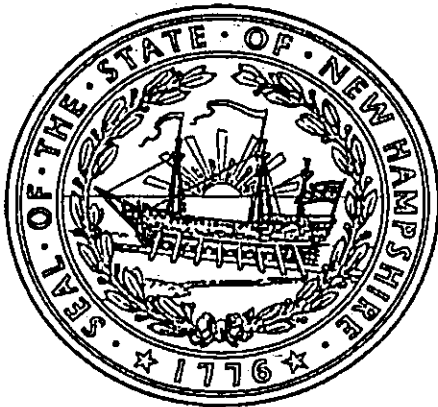
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STAFF TODAY INC (STI) is a California Profit Corporation registered to transact business in New Hampshire on March 25, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 815699

Certificate Number : 0004463033



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. 2019.

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

William M. Gardner
Secretary of State

Certificate of Authority # 1

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

Corporate Resolution

I, Andrea Goodwin, hereby certify that I am duly elected Chief Operating Officer of
(Name)

Staff Today, Inc. (STI) . 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 October
(Month)

17, 2014 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Aby Lilian Mamboleo, Chief Executive Officer is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Staff Today, Inc. (STI) 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 on October 17, 2014 has not been amended or repealed and remains in full force and effect as of the date of the contract was signed on April 11, 2019 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: 4/29/2019

ATTEST: A. Goodwin - COO
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2019

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 New Century Insurance Services License #0B07085 16 N. 2nd Street Alhambra, CA 91801	CONTACT NAME: New Century Ins Srv, Inc. PHONE (A/C No. Ext): (626) 300-9000 FAX (A/C No.): (626) 570-0908 E-MAIL ADDRESS: info@usnci.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Staff Today Inc. (STI) 212 E Rowland Street #313 Covina CA 91723	INSURER A: Zurich American Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: ALL 19-20 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PRA 5908050-06	1/17/2019	1/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PRA 5908050-06	1/17/2019	1/17/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB 6513401-04	1/17/2019	1/17/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	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/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liability Deductible: \$10,000			PRA 5908050-06	1/17/2019	1/17/2020	Each Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS RESPECTED AS AN ADDITIONAL INSURED PER FORM CG20260704. PRIMARY AND NONCONTRIBUTORY AND WAIVER OF SUBROGATION APPLY UNDER GENERAL LIABILITY INSURANCE PER POLICY FORM# UGL1327BCW & CG24040509. THIS CERTIFICATE IS VALID ONLY IF THE CERTIFICATE HOLDER REQUIRES IN A WRITTEN CONTRACT TO BE NAMED AS ADDITIONAL INSURED. 10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM. 30 DAYS OTHERWISE PER-POLICY PROVISIONS. AUTO AND PROFESSIONAL LIABILITY ARE FOR INFORMATION ONLY.

CERTIFICATE HOLDER State of New Hampshire NH Department of Corrections P.O. Box 1806 Concord, NH 03302-1806	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Judith Luu/JUM 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2019

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

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

PRODUCER SUNZ Insurance Solutions, LLC. ID (E3 HR) c/o E3 HR Inc 121 Summit Ave., Suite 201 Summit, NJ 07901	CONTACT NAME: Jessica Corbosiero PHONE (A/C No., Ext.): 908-516-8571 FAX (A/C No.): E-MAIL ADDRESS: jessica@e3peo.com
	INSURER(S) AFFORDING COVERAGE INSURER A: United Wisconsin Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 48376497 **REVISION NUMBER:**

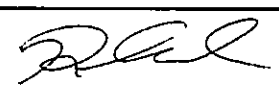
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC512-00013-019-SZ	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Staff Today, Inc.
 Client Effective: 1/1/18
 Staff Today Inc (STI)
 212 E. Rowland Street #313
 Covina, CA 91723

CERTIFICATE HOLDER **CANCELLATION**

421 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  Rick Leonard
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ACORD 25 (2016/03)

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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.

\$ 1,000,000.00 Per Claim \$ 1,000,000.00 Per Incident/Occurrence \$ 3,000,000.00 General Aggregate


Signature

Chief Executive Officer
Title

4/11/2019
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 stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) 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,
 - (8) 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.

Aby Iliar Mambolo
Name

Aby Iliar Mambolo
Signature

4/11/2019
Date

Andrea Goodwin
Witness Name

A. Goodwin
Signature

4/11/2019
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 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 NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part 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, policies and procedures of the Department of Corrections and the State of New Hampshire.

Aby Lillian Mambaleo
Name

A Mambaleo
Signature

4/11/2019
Date

Andrea Goodwin
Witness Name

A. Goodwin
Signature

4/11/2019
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 persons under Departmental control of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the 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.

Aby Lillian Mambaleo
Name

A. Mambaleo
Signature

4/11/2019
Date

Andrea Goodwin
Witness Name

A. Goodwin
Signature

4/11/2019
Date

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

Helen E. Hanks
Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

5/7/19
Date

Staff Today, Inc. (STI)
Contractor Name

Aby Lillian Mamboleo
Contractor Representative Signature

Aby Lillian Mamboleo
Authorized Contractor Representative Name

Chief Executive Officer
Authorized Contractor Representative Title

4/11/2019
Date



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

Helen E. Hanks
 Commissioner

Robin Maddaus
 Director

P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5610 FAX: 1-888-908-6609
 TDD Access: 1-800-735-2964
 www.nh.gov/nhdoc

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, assault 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, assault 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 Public Law 108-79—Sept. 4, 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 632-A:2, 632-A:3 and 632-A:4, 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 632-A:2, RSA 632-A:3, RSA 632-A:4 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): Aby Lilian Mamboleo, CEO Date: 4/11/2019
 (Name of Contract Signatory)

Signature:
 (Signature of Contract Signatory)