



Kimberly M MacKay
Commandant

New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415



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MLC
157

June 8, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Veterans Home to enter into a contract with R.L. Klein & Associates, (Vendor #400398), 30908 Cartier Drive, Rancho Palos CA, 90275 up to the amount of \$7,624,525 to provide Temporary Staffing Services to the Veterans Home, with the option to renew for an additional two-year period, effective upon Governor & Council approval through December 31, 2024.

Funding Source 36% General Funds, 35% Federal, 29% Other.

Funds contingent upon the availability and continued appropriation of funds in Fiscal Year 2022, Fiscal Year 2023 and Fiscal Year 2024, as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

Funding is available, pending fiscal transfer if needed, in accounts Professional Care & Custodial Care as follows:

	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY2024</u>	<u>Total</u>
05-43-43-0430010-53590000-500729 Medical Providers	\$1,906,131	\$1,906,131	\$1,906,132	\$5,718,394
05-43-43-0430010-53580000-500226 Contractual Maint Build	\$635,377	\$635,377	\$635,377	\$1,906,131
Total	\$2,541,508	\$2,541,508	\$2,541,509	\$7,624,525

EXPLANATION

This contract provides for Temporary Staffing Services at the New Hampshire Veterans Home, as needed, up to the contract amount. The New Hampshire Veterans Home advertised for bids in January 2022 on the State of NH Purchase and Property website as well as the New Hampshire Veterans Home website for Temporary Staffing Services. Nineteen vendors responded to the RFP and were evaluated. The New Hampshire Veterans Home is confident in the credentials of this contractor and as such feel comfortable in awarding this contract. This contract includes a two-year extension option that may be exercised at the end of the three-year term with Governor and Council approval.

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

Respectfully Submitted,

Kimberly M MacKay
Kimberly M MacKay
Commandant

RFB Temporary Staff NHVH2022-049

Bidder #	Name	Total LNA	Total LPN	Total RN	Total Environmental	Total Dietary	Total Recreation	Total Social Worker	Total Maintenance	Total 3yr Bid
1	R.L. Klein Associates	\$ 1,586,389.44	\$ 1,807,586.08	\$ 1,294,496.00	\$ 724,000.00	\$ 724,000.00	\$ 598,692.80	\$ 191,584.96	\$ 697,776.00	\$ 7,624,525.28
2	Access Therapies Inc	\$ 2,528,820.00	\$ 5,619,600.00	\$ 2,341,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,489,920.00
3	Galah Princess LLC	\$ 49,444,800.00	\$ 34,833,600.00	\$ 30,900,000.00	\$ 15,300,000.00	\$ 27,780,000.00	\$ 13,486,400.00	\$ 3,987,200.00	\$ 12,180,000.00	\$ 187,912,000.00
4	Infojini	\$ 2,001,542.40	\$ 2,965,248.00	\$ 1,647,360.00	\$ 988,416.00	\$ 823,680.00	\$ 864,864.00	\$ 348,680.64	\$ 1,194,494.40	\$ 10,834,285.44
5	Stafflink	\$ 2,337,753.60	\$ 2,997,120.00	\$ 1,998,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,332,953.60
6	Pinnacle Travel Staffing	\$ -	\$ 2,809,800.00	\$ 1,998,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,807,880.00
7	22nd Century Technologies	\$ 1,684,800.00	\$ 2,433,600.00	\$ 1,404,000.00	\$ 780,000.00	\$ 655,200.00	\$ 838,656.00	\$ 174,440.00	\$ 717,600.00	\$ 8,688,296.00
8	Technostaff LLC	\$ 2,435,059.20	\$ 4,161,120.00	\$ 2,530,400.00	\$ 1,454,424.00	\$ 1,454,424.00	\$ 1,083,568.00	\$ 323,960.00	\$ 1,298,224.00	\$ 14,741,179.20
9	Jaykay Medical Staffing	\$ 2,416,536.00	\$ 2,996,745.60	\$ 1,874,400.00	\$ 1,718,000.00	\$ 905,380.00	\$ 1,180,260.00	\$ 309,008.00	\$ 1,155,140.00	\$ 12,555,469.60
10	Signin Solutions Inc	\$ 1,339,712.64	\$ 1,972,479.84	\$ 1,304,371.60	\$ 842,940.00	\$ 600,672.80	\$ 614,833.76	\$ 161,631.12	\$ 822,022.40	\$ 7,658,664.16
11	Sharestaff LLC	\$ 2,202,883.20	\$ 2,517,580.80	\$ 1,660,904.00	\$ 786,744.00	\$ 655,620.00	\$ 1,285,172.00	\$ 279,104.00	\$ 899,136.00	\$ 10,287,144.00
12	Cedar Park Group Inc	\$ 2,865,960.00	\$ 4,533,120.00	\$ 2,538,800.00	\$ 1,098,920.00	\$ 1,215,052.00	\$ 1,317,640.00	\$ 398,720.00	\$ 1,342,450.00	\$ 15,310,662.00
13	Ava Healthcare Inc	\$ 3,088,800.00	\$ 3,931,200.00	\$ 2,496,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,516,000.00
14	BuzzClan LLC	\$ 2,041,788.00	\$ 2,397,696.00	\$ 1,698,368.00	\$ 618,156.00	\$ 867,916.00	\$ 673,188.00	\$ 154,504.00	\$ 867,916.00	\$ 9,319,532.00
15	Health Advocates Network	\$ 1,836,663.36	\$ 2,686,164.00	\$ 1,866,328.00	\$ 867,893.60	\$ 78,114.40	\$ 701,588.40	\$ 381,026.80	\$ 126,653.68	\$ 8,544,432.24
16	Medical Edge Recruitment	\$ 2,247,840.00	\$ 2,435,160.00	\$ 1,717,100.00	\$ 1,092,700.00	\$ 1,248,800.00	\$ 917,980.00	\$ 199,360.00	\$ 1,248,800.00	\$ 11,107,740.00
17	All American Healthcare	\$ 1,684,800.00	\$ 2,246,400.00	\$ 1,560,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,491,200.00
18	Management Registry	\$ 3,369,600.00	\$ 3,556,800.00	\$ 2,433,600.00	\$ 1,872,000.00	\$ 1,248,000.00	\$ 1,048,320.00	\$ 473,480.00	\$ 1,716,000.00	\$ 15,717,800.00
19	Tranquil Multi-Dynamic	\$ 1,516,320.00	\$ 1,609,920.00	\$ 998,400.00	\$ 655,200.00	\$ 561,600.00	\$ 707,616.00	\$ 139,522.00	\$ 842,400.00	\$ 7,030,978.00

Winning Bid that met all qualifications and lowest price point was:

1 R.L. Klein Associates

BIDDER COMPARISON MATRIX

Solicitor	New Hampshire Veterans Home	Proposal Due Date	18-Feb-22
Solicitation Number		Proposal Manager	Stephanie Keelley Business Ad
Solicitation Title	Temporary Staffing Services	Capture Manager	Senior Leadership

Evaluation Criteria	Weight 1-3	Insert Company Name	
PERSONNEL		INSERT RANK ↓	AUTO TOTALS
Experience	1	3	3
Qualifications	2	3	6
Education	1	3	3
Location (Local)	2	3	6
General Management		SUBTOTALS	18
Ability to accommodate All departments	3		9
Responsiveness	2	3	6
Subcontract management	1	3	3
Regulatory compliance	3	3	9
COST		SUBTOTALS	27
Lowest price	3	3	9
Reasonableness	1	3	3
		SUBTOTALS	12
TOTALS			57

For more free proposal management templates, visit [MyPM](#).

INSTRUCTIONS

1. In the "Evaluation Criteria" area, enter the evaluation criteria found in the RFP, known hot buttons and known customer concerns.
2. In the "Weight 1-3" section, alongside each evaluation criteria, select a number between 1-3. 3 is the most valuable number. Select "3" for those items that matter.
3. For each evaluation criteria, rank your organization and the potential competitors. Use 1 through the total number of competitors. Assign the highest number to the best.
4. Note that in the "Auto Totals" sections, for each evaluation criteria, and for each organization, the spreadsheet will multiply the weight by the assigned rank.
5. In the "Subtotals" sections, the spreadsheet will add the Auto Totals for each evaluation criteria category and each organization.
6. At the bottom of the spreadsheet table, "Totals" are auto-calculated by adding together all category subtotals for each organization. The higher the Total number, the better the bid.
7. When this worksheet is complete, move to the next tab, "Proposal Strategy."

ministrator

FOR EACH EVALUATION CRITERIA, RANK THE ORGANIZATIONS BELOW WITH 1-5. (5 is most competi

Pinnacle Travel Staffing		All American Healthcare		Tranquil Mu	
INSERT RANK ↓	AUTO TOTALS	INSERT RANK ↓	AUTO TOTALS	INSERT RANK ↓	
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	0		0		0
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	0		0		0
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	0		0		5
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	0		0		0
	0		0		0
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	0		0		0

*(Did Not Scored
Not meet SOW)*

*(Did Not Scored
Not meet SOW)*

Concerns:
Realistic Pricing, Staff competi
Too cheap?

r most to the customer and "1" for the items that matter least.
he organization that is best positioned.

the more competitive the organization.

tive)

Iti:Dynamic	Stafflink		R.L. Klein Associates	
AUTO TOTALS	INSERT RANK ↓	AUTO TOTALS	INSERT RANK ↓	AUTO TOTALS
0		0	4	4
0		0	5	10
0		0	4	4
0		0	2	4
0		0		22
12		0	4	12
0		0	4	8
0		0	0	0
6		0	4	12
18		0		32
15		0	5	15
0		0	5	5
15		0		20
33		0		74

*(Did Not Scored
Not meet SOW)*

ence

Signin Solutions Inc		Health Advocates Network (Staff Today)		22nd Century	
INSERT RANK ↓	AUTO TOTALS	INSERT RANK ↓	AUTO TOTALS	INSERT RANK ↓	
0	0	0	0	5	
4	8	0	0	5	
	0	0	0	6	
0	0	0	0	4	
	8		10		
3	9	5	15	3	
0	0	4	8	5	
5	5	0	0	0	
3	9	3	9	4	
	23				
5	9	4	12	4	
5	1	5	5	4	
	10		17		
	41		17		

No Nursing home or even health care experience.

IT Company

They will be expanding their scope of services to meet our needs. Rates were OK

High risk they may not meet terms of the contract.

may have a great IT infrastructure to support

Lack detail

No References

Technologies	BuzzGlan LLC		Ava Healthcare Inc	
AUTO TOTALS	INSERT RANK ↓	AUTO TOTALS	INSERT RANK	AUTO TOTALS
5	3	3	<i>(Did not meet SOW)</i>	0
10	3	6		0
5	3	8		0
8	1	2		0
28		14		0
9	4	12		0
10	2	4		0
0		0		0
12	4	12		0
31		28		0
12	3	9		0
4	5	5		0
16		14		0
75		56		0

nt Registry		Galah Princess LLC	
AUTO TOTALS	INSERT RANK ↓	AUTO TOTALS	
0		0	
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Not Scored
 (Exceeded \$10 Million)

Not Scored
 (Exceeded \$10 Million)

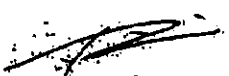


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Veterans Home		1.2 State Agency Address 139 Winter St, Tilton NH 03276	
1.3 Contractor Name R.L. Klein & Associates		1.4 Contractor Address 30908 Cartier Dr, Palos Verdes CA, 90275	
1.5 Contractor Phone Number 652-427-5577	1.6 Account Number 010-043-53590000-500246	1.7 Completion Date December 31, 2024	1.8 Price Limitation \$7,624,525
1.9 Contracting Officer for State Agency Stephanie Kelley		1.10 State Agency Telephone Number 603-527-4838	
1.11 Contractor Signature  Date: 6/13/22		1.11 Name and Title of Contractor Signatory Robert L. Klein, CEO	
1.13 State Agency Signature  Date: 6/14/22		1.14 Name and Title of State Agency Signatory Stephanie Kelley, Business Administrator IV	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/8/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A
Special Provisions

1. Special Provisions:

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

Vendor Initials: *ELR*
Date: *2/17/02*

EXHIBIT B
SCOPE OF SERVICES

1. Purpose:

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

2. Terms of Contract:

A Contract awarded by the NH Veterans Home as a result of this RFP is expected to be effective for the period beginning March 1, 2022 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire which ever is later through December 31, 2024 with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commandant of the NH Veterans Home and the Governor and Executive Council.

3. Location of Services:

NH Veterans Home, 139 Winter Street, Eilton, NH 03276

4. Not applicable.

5. Minimum Required Services:

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

- 5.1. Provide Temporary Nursing Professionals to the NH Veterans Home for placement on a temporary basis; such professionals shall include, but not be limited to Registered Nurses (RNs) and Licensed Practical Nurses (LPNs).
- 5.2. Provide only those Temporary Nursing Professionals who maintain valid State of NH professional licenses, certifications and/or qualifications required by law for the performance of the services required. No Nursing professional shall be referred to the NH Veterans Home without the proper licensure documentation required by federal, state or local law. Certification is defined as an organization recognized by or affiliated with the American Nursing Association (ANA) in a specialty that is consistent with the job accountabilities and appropriate to the institution or agency. Examples include psychiatric/mental health nurse, gerontological, maternal, wound care, etc.
- 5.3. Provide Temporary staff in other designations such as recreation, dietary, maintenance, social work, laundry and housekeeping as needed.
- 5.4. The Contractor shall be required to deploy the requested staff at the facility for planned services within three (3) business days and unplanned services within one (1) business day.
- 5.5. The NH Veterans Home shall retain ultimate responsibility for the management of patient care.
- 5.6. The Temporary Staffing Professional placed by the Contractor shall be under the direction and supervision of the NH Veterans Home.
- 5.7. The NH Veterans Home shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.
- 5.8. The NH Veterans Home reserves the right to refuse placement of any Temporary Staffing Professional with or without cause.
- 5.9. In performing the services specified by the NH Veterans Home, the staffing professionals are and shall at all times remain employees of the Contractor. The Contractor shall pay all wages and benefits on behalf of the Temporary Staffing Professionals.
- 5.9. The Contractor's flat fee service rate shall be inclusive of salary and benefits to include but not limited to FICA and Social Security taxes, applicable State taxes, workers compensation, unemployment, medical insurance expenses and retirement benefits.
- 5.11. The Contractor shall be responsible to pay their employee one (1) half an hour lunch period.
- 5.12. The NH Veterans Home shall give the Contractor a two (2) hour notification of cancellation prior to the start of a shift. If a two (2) hour notification is not given, a four (4) hour charge will be incurred for billing.
- 5.13. The NH Veterans Home will provide an initial sixteen (16) hour orientation to Temporary Staffing Professionals newly assigned to the NH Veterans Home to include a clinical orientation as well as an orientation to the Federal and State PRBA standards.

Vendor Initials: RUC
Date: 2/13/22

- 5.14. The NH Veterans Home's Temporary Staff shall not be required and/or requested by the Contractor to enter into legal Contracts, Agreements and/or Obligations on the behalf of the NH Veterans Home.
- 5.15. Contractor, not the State, shall be responsible for expenses incurred by the Temporary Staffing Professionals for and maintaining current licensures, certifications and continuing education costs.
- 5.16. Contractor shall comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
- 5.17. Contractor staff providing services shall have a security clearance to include a background check and fingerprinting.

6. Service Utilization:

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

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

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

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

Vendor Initials: PLK
 Date: 1/13/04

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

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

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

Vendor Initials: *RLC*
4/2/22

8. State of New Hampshire Observed Holidays (Calendar Year 2022):

Holidays for Calendar Year 2022		
Holiday	Day of Week	Date of Holiday
New Year's Day	Saturday	January 1, 2022
Martin Luther King Day/Civil Rights Day	Monday	January 27, 2022
President's Day	Monday	February 21, 2022
Memorial Day	Monday	May 30, 2022
Independence Day	Monday	July 4, 2022
Labor Day	Monday	September 5, 2022
Veterans' Day	Friday	November 11, 2022
Thanksgiving Day	Thursday	November 24, 2022
Day After Thanksgiving Day	Friday	November 25, 2022
Christmas Day	Sunday	December 25, 2022

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

9. General Service Provisions:

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

Vendor Initials: *RLK*
2/17/22

9.5.2. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:

- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Human Resources and designees of the NH Veterans Home;
- Individuals with restrictions on out-of-state and/or State of NH professional licenses and/or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
- Individuals with a history of drug diversion;
- Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
- Individuals previously employed with the NH Veterans Home without prior approval of the NH Veterans Home; and

9.6. Licenses, Credentials, Certificates: The Contractor shall ensure all staff members meet the requirements of the State. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.

9.7. Admittance: The Home may, at its sole discretion, remove from or refuse admittance to any Home facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.

9.8. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Veterans Home shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or its successors or assigns for such period of time as determined necessary by the NH Veterans Home, or terminating the Contract.

9.9. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Home for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NH Veterans Home of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

9.9.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.

9.9.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commandant of the NH Veterans Home actually receives notice of this change.

9.9.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Veterans Home, Business Administrator, 139 Winter Street, Tilton, NH 03276.

9.10. Contractor Liaison's Responsibilities:

9.10.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof.

Vendor/Initials: *RLK*
2/12/22

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

Vendor Initials: RLK
2/17/22

9.13.5.3. Has lost or has been notified of intention to lose their Federal certification and/or licensure; and

9.13.5.4. Terminate the Contract as otherwise permitted by law;

10. Other Contract Provisions:

10.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Veterans Home will inform the Contractor of any dissatisfaction and will include requirements for corrective action.

10.1.1. The NH Veterans Home has the right to terminate the Contract, and any renewal Contracts thereof, if the NH Veterans Home determines that the Contractor is:

a.) Not in compliance with the terms of the Contract; or

b.) As otherwise permitted by law or as stipulated within this Contract.

10.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Veterans Home. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Veterans Home as requested by NH Veterans Home throughout the effective period of the Contract and any renewals thereof.

11. Bankruptcy or Insolvency Proceeding Notification:

11.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Veterans Home immediately.

11.2. Upon learning of the actions herein identified, the NH Veterans Home reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

12. Embodiment of the Contract:

12.1. The Contract between the NH Veterans Home and the Contractor shall consist of:

12.1.1. Request for Proposal (RFP) and any amendments thereto;

12.1.2. Proposal submitted by the Vendor in response to the RFP; and/or 1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire.

12.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 12.1.2. shall govern.

12.3. The NH Veterans Home reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

13. Cancellation of Contract:

13.1. The NH Veterans Home may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.

13.2. Should the NH Veterans Home exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

13.3. The NH Veterans Home reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least sixty (60) days prior to the effective termination date.

13.4. The NH Veterans Home reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

Vendor Initials: *RLK*
2/17/22

14. Contractor Transition:

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

15. Audit Requirement:

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

16. Additional Items/Locations:

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

17. Information:

17.1. In performing its obligations under the Contract, the Contractor may gain access to information of nursing home residents, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

17.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction any and all information of the resident that becomes available to the Contractor in connection with its performance under the Contract.

17.3. In the event of unauthorized use or disclosure of the resident's information, the Contractor shall immediately notify the NH Veterans Home.

17.4. All material developed or acquired by the Contractor, due to work performed under the Contract, shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Veterans Home.

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

18. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F-1, <http://www.gencourt.state.nh.us/rsa/html/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/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

Vendor Initials: *RLK*
2/14/22

complete disclosure of all submitted material not in compliance with this section.

19. Special Notes:

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

Vendor Initials: *D.H.*
7/17/12

EXHIBIT C
Budget & Method of Payment

1. Budget (Budget Sheet), Licensed Nursing Assistants (LNA);
1.2. Licensed Nursing Assistant Fee Schedule;

Licensed Nursing Assistant (LNA) Fee Schedule				
		A	B	C=(A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	LNA Hourly Rate	Extended Cost
Weekdays	6:45AM - 3:15PM (Day)	14,952	25.44	380,378.88
Weekdays	3:00PM - 11:30PM (Evening)	14,952	27.44	410,282.88
Weekdays	11:00PM - 7:00AM (Night)	14,952	29.44	440,186.88
Weekends	6:45AM - 3:15PM (Day)	3,744	29.44	110,223.36
Weekends	3:00PM - 11:30PM (Evening)	3,744	31.44	117,711.36
Weekends	11:00PM - 7:00AM (Night)	3,744	33.44	125,199.36
Holiday	6:45AM - 3:15PM (Day)	24	33.44	802.56
Holiday	3:00PM - 11:30PM (Evening)	24	35.44	850.56
Holiday	11:00PM - 7:00AM (Night)	24	37.44	898.56
Three Year Budget for Temporary LNA Services (subtotal column C)				\$ 1,586,574.30

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

Vendor Initials: *ELK*
2/17/20

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

2.1. Registered Nursing Fee Schedule:

Registered Nursing (RN) Fee Schedule				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/Hours	RN Hourly Rate	Extended Cost
Weekdays	6:45AM - 3:15PM (Day)	9,968	45.44	452,945.92
Weekdays	3:00PM - 11:30PM (Evening)	9,968	47.44	472,881.92
Weekdays	11:00PM - 7:00AM (Night)	9,968	49.44	492,817.92
Weekends	6:45AM - 3:15PM (Day)	2,496	49.44	123,402.24
Weekends	3:00PM - 11:30PM (Evening)	2,496	51.44	128,334.24
Weekends	11:00PM - 7:00AM (Night)	2,496	53.44	133,386.24
Holiday	6:45AM - 3:15PM (Day)	16	53.44	855.04
Holiday	3:00PM - 11:30PM (Evening)	16	55.44	887.04
Holiday	11:00PM - 7:00AM (Night)	16	57.44	919.04
Three Year Budget for Temporary RN Services (subtotal column C)				\$1,806,489.30

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

Vendor Initials: ELK
2/17/22

3. Budget (Budget Sheet), Licensed Practical Nurses (LPN):
 3.1. Licensed Practical Nursing Fee Schedule:

Licensed Practical Nursing (LPN) Fee Schedule				
		A	B	C = (A * B)
Service Schedules	Hours of Work/Shift	Estimated Volume/Hours	LPN Hourly Rate	Extended Cost
Weekdays	6:45AM - 3:15PM (Day)	4,984	38.44	191,584.96
Weekdays	3:00PM - 11:30PM (Evening)	9,968	40.44	403,105.92
Weekdays	11:00PM - 7:00AM (Night)	9,968	42.44	423,041.92
Weekends	6:45AM - 3:15PM (Day)	1,248	42.44	52,965.12
Weekends	3:00PM - 11:30PM (Evening)	2,496	44.44	110,922.24
Weekends	11:00PM - 7:00AM (Night)	2,496	46.44	115,914.24
Holiday	6:45AM - 3:15PM (Day)	8	46.44	371.52
Holiday	3:00PM - 11:30PM (Evening)	16	48.44	775.04
Holiday	11:00PM - 7:00AM (Night)	16	50.44	807.04
Three Year Budget for Temporary LPN Services (subtotal column C)				\$1,294,487.80

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

Vendor Initials: *PKK*
 2/17/22

4. Budget (Budget Sheet), Other Designations
 4.1. Support Staff

Support Staff Fee Schedule				
Environmental		A	B	C=(A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/Hours	Hourly Rate	Extended Cost
Weekdays	6:00AM-2:30PM (Day)	4,984	21.60	107,654.40
Weekdays	2:30PM-11:00PM (Evening)	9,968	22.60	225,276.80
Weekdays	9:00PM-5:30AM (Night)	9,968	23.60	235,244.80
Weekends	6:00AM-2:30PM (Day)	1,248	23.60	29,452.80
Weekends	2:30PM-11:00PM (Evening)	2,496	24.60	61,401.60
Weekends	9:00PM-5:30AM (Night)	2,496	25.60	63,897.60
Holiday	6:00AM-2:30PM (Day)	8	25.60	204.80
Holiday	2:30PM-11:00PM (Evening)	16	26.60	425.60
Holiday	9:00PM-5:30AM (Night)	16	27.60	441.60
Three Year Budget for Temporary Support Services (subtotal column C)				\$ 724,003.00

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above.

Vendor Initials: *RLK*
 2/12/22

Vendor Invoice: RPK
2/19/72

Recreation	Service Schedule	Hours of Work/Shift	Estimated Volume/Hours	Hourly Rate	Extended Cost
			A	B	C=(A*B)
	Weekdays	11:00AM-7:30PM (Evening)	9,968	22.60	225,244.80
	Weekdays	7:00AM-3:30PM (Day)	4,984	21.60	107,654.40

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above.

Service Schedule	Hours of Work/Shift	Estimated Volume/Hours	Hourly Rate	Extended Cost
		A	B	C=(A*B)
Weekdays	11:00AM-7:30PM (Evening)	9,968	22.60	225,244.80
Weekdays	7:00AM-3:30PM (Day)	4,984	21.60	107,654.40
Weekdays	3:00PM-7:15PM (Night)	9,968	22.60	225,244.80
Weekends	5:30AM-2PM (Day)	1,248	21.60	26,952.80
Weekends	10:30AM-7:15PM (Evening)	2,496	24.60	61,401.60
Weekends	3:00PM-7:15PM (Night)	2,496	25.60	63,897.60
Holiday	5:30AM-2PM (Day)	8	25.60	204.80
Holiday	10:30AM-7:15PM (Evening)	16	26.60	425.60
Holiday	3:00PM-7:15PM (Night)	16	27.60	441.60
Three Year Budget for Temporary Support Services (subtotal column) \$ 224,005.00				

Support Staff Fee Schedule

Weekdays	12PM-8:30PM (Night)	9,968	23.60	235,244.80
Weekends	8:00AM - 4:30PM (Day)	1,248	23.60	29,452.80
Holiday	7:00AM - 3:30PM (Day)	8	24.60	204.80
Holiday	11:00AM - 7:30PM (Evening)	16	26.60	425.60
Holiday	12PM-8:30PM (Night)	16	27.60	441.60
Three Year Budget for Temporary Support Services (subtotal column C)				\$ 598,700.80

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above.

Support Staff Fee Schedule				
Social Worker		A	B	C = (A*B)
Service/Schedule	Hours of Work/Shift	Estimated Volume/Hours	Hourly Rate	Extended Cost
Weekdays	7:00AM - 3:30PM (Day)	4,984	38.44	191,584.96
Three Year Budget for Temporary Support Services (subtotal column C)				\$ 191,584.96

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above.

Support Staff Fee Schedule				
Maintenance		A	B	C = (A*B)
Service/Schedule	Hours of Work/Shift	Estimated Volume/Hours	Hourly Rate	Extended Cost
Weekdays	7:00AM - 3:30PM (Day)	4,984	21.60	107,654.40
Weekdays	3:30PM - 10:00PM (Evening)	9,968	22.60	225,276.80
Weekdays	12:00PM - 6:30AM (Night)	9,968	23.60	235,244.80
Weekends	7:00AM - 3:30PM (Day)	1,248	23.60	29,452.80

Vendor Initials: *RLK*
4/12/22

Weekends:	3:30PM-10:00PM (Evening)	2,496	24.60	61,401.60
Weekends:	12:00PM-6:30AM (Night)	2,496	25.60	63,897.60
Holiday:	7:00AM-3:30PM (Day)	8	25.60	204.80
Holiday:	3:30PM-10:00PM (Evening)	16	26.60	425.60
Holiday:	12:00PM-6:30AM (Night)	16	27.60	441.60
Three Year Budget for Temporary Support Services (subtotal column C)				\$724,005.00

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above.

4. Method of Payment:

- 4.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 4.2. Original invoices shall be sent to the NH Veterans Home, Attn: Director of Resident Care Services, 139 Winter Street, Filton, NH 03276 for approval.
- 4.3. Once approved, the original invoices shall be forwarded to the Department's Business Office for processing.
- 4.4. The NH Veterans Home may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Veterans Home shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NH Veterans Home and Contract Terms and Conditions and Estimated Budget/Method of Payment Exhibit B.
- 4.5. The NH Veterans Home may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized and contain the following information:
 - 4.5.1. Invoice date and number;
 - 4.5.2. Facility name and associated Contractor account number (if applicable) representing facility name;
 - 4.5.3. Quantity and number of hours per Temporary Nursing Professional and shift assignment for services rendered;
 - 4.5.4. Itemized service/product total charge per service/product type; and
 - 4.5.5. Attach itemized detailed time sheet for each Temporary Nursing Professional to monthly Contractor invoice.
- 4.6. Contractor errors resulting in service and/or product charge shall be at the expense of the Contractor to include:
 - 4.6.1. Assignment of incorrect service type of Temporary Staffing Professional;
 - 4.6.2. Any related travel expenses for the Contractor's Temporary Staffing Professional to the facilities.
- 4.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The

Vendor Initials: RLK
4/14/22

Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

- 4.8. Weekday billing period for the Day shift shall begin at 7AM and end at 3PM (Monday - Friday); weekday billing period for the Evening shift shall begin at 3PM and end at 11PM (Monday - Friday); weekday billing period for the Night shift shall begin at 11PM (Monday - Thursday and Sunday) and end at 7AM (Tuesday - Friday and Monday), respectfully. For billing purposes only, the billing period for weekday Day, Evening and Night shifts shall not include the one half hour (1/2) unpaid meal break.
- 4.9. Weekend billing period for the Day shift shall begin at 7AM and end at 3PM (Saturday and Sunday); weekend billing period for the Evening shift shall begin at 3PM and end at 11PM (Saturday and Sunday); and weekend Night shifts shall begin at 11PM on Friday and Saturday and end at 7AM on Saturday and Sunday, respectfully. For billing purposes only, the billing period shall not include the one half hour (1/2) unpaid meal break.
- 4.10. Weekday, Weekend and Holiday billing shall not be applied unless an assigned Temporary Staffing Professional actually works on the prospective Day (6:30AM - 3PM), Evening (2:30PM - 11PM) and Night (10:30PM - 7AM) shift and the billing period shall not include the one half hour (1/2) hour unpaid meal break.
- 4.11. Holiday Day billing period shall begin at 7AM and end at 3PM; Holiday Evening billing shall begin at 3PM and end at 11PM; Holiday Night shift billing period shall begin at 12AM of the Holiday and end at 7AM of the calendar Holiday date and shall not be combined with a Weekday Evening, Night or Weekend Day, Evening or Night rate.
- 4.12. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2022.
5. Appropriation of Funding:
- 5.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
- 5.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Veterans Home the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
- 5.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, on the execution of any option to extend the Contract.

Vendor Initials: DLK
2/12/22

STANDARD EXHIBIT D

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

(2) Use and Disclosure of Protected Health Information.

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

3/28/12

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

NH Veterans Home
The State
Stephanie Kelley
Signature of Authorized Representative

Stephanie Kelley
Name of Authorized Representative

Business Administrator IV
Title of Authorized Representative

4/11/2022
Date

R.L. Klein
Name of the Contractor
[Signature]
Signature of Authorized Representative

Robert L. Klein
Name of Authorized Representative

CEO
Title of Authorized Representative

3/20/22
Date

R.L. KLEIN & ASSOCIATES

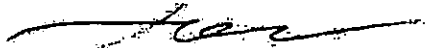
30908 Cartier Drive
Rancho Palos Verdes, CA 90275
(562) 427-5577
Fax: (562) 427-1807
Email: bob@rklein.com

March 21, 2022.

New Hampshire Veterans Home
139 Winter Street
Tilton, NH 03276

Mr. Robert L. Klein, CEO, is authorized to enter to contracts on behalf of R.L. Klein & Associates.

Thank you for the opportunity to bid.


Xiao Hong Qiu
Manager

see attached for notary

Acknowledgment

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

State of California

County of Los Angeles

On 3/30/22 before me, Tarren Uy, Notary Public
personally appeared Kiao Hong Qiu



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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: Tarren Uy

Description of Attached Document

Title or Type of Document: Authorization Letter

Document Date: --- Number of Pages: 1 + notary

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kiao Hong Qiu
Manager

Signer's Name: X



California Secretary of State
Electronic Certified Copy

I, **SHIRLEY N. WEBER, Ph.D.**, Secretary of State of the State of California, hereby certify that the attached transcript of 2 pages is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.



IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of March 25, 2022.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Verification Number: **KN5AGJB**
Entity (File) Number: **C1997873**

To verify the issuance of this Certificate, use the Verification Number above with the Secretary of State Electronic Verification Search available at bizfile.sos.ca.gov



**California Secretary of State
Electronic Filing**

Officers (cont'd):

- c. Chief Financial Officer: Kathleen Ann Magera
46 Peninsula Center Dr #298
Rolling Hills Estate, California 90274
United States of America

- 4. Director: Robert Lucien Klein
46 Peninsula Center Dr #298
Rolling Hills Estate, California 90274
United States of America

- Number of Vacancies on the Board of Directors: 0

- 5. Agent for Service of Process: Robert Klein
46 E. Peninsula Center Drive
Rolling Hills Estate, California 90274
United States of America

- 6. Type of Business: temp personnel

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Robert L. Klein

Use bizfile.sos.ca.gov for online filings, searches, business records, and resources.

Certificate Verification Number: KN5AGJB
Use bizfile.sos.ca.gov to verify the certified copy.

Document ID: H352796



RLKLEIN-01

TCROME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2022

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).

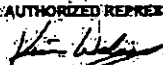
PRODUCER License # 0F76001 CTK North American Insurance Services, LLC (INSURICA) 1240 North Lakeview Avenue, #125 Anaheim, CA 92807	CONTACT NAME: PHONE (A/C, Not Ext): (714) 779-2000		FAX (A/C, Not Ext): (714) 779-4129
	INSURER(S) AFFORDING COVERAGE		
INSURED: R.L. Klein & Associates Incorporated 46 Peninsula Center, Ste E:298 Rolling Hills Estates, CA 90274	INSURER A: Philadelphia Indemnity Insurance Company		NAIC # 18058
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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

WRK/UTR	TYPE OF INSURANCE	ADDL. INSR. INFO. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> C/O <input type="checkbox"/> C/O <input type="checkbox"/> OTHER		PHPK2345904	11/16/2021	11/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED/EXP (Any one person) \$ 6,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG ABUSIVE ACTS \$ 3,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2345904	11/16/2021	11/16/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB. <input type="checkbox"/> OCCUR EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED. <input type="checkbox"/> RETENTION \$					PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
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	PHPK2345904	11/16/2021	11/16/2022	\$1M/\$3M DED. \$5,000

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

CERTIFICATE HOLDER New Hampshire Veterans Home 139 Winter St Tilton, NH 03276	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: 
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State of New Hampshire

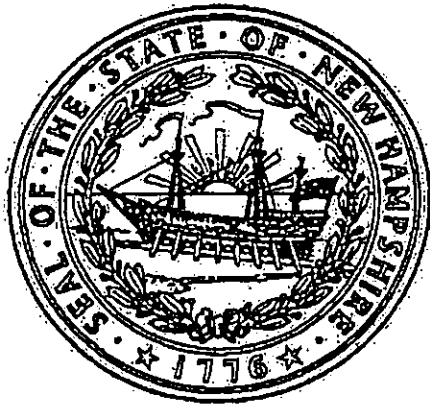
Department of State

CERTIFICATE OF AUTHORITY OF R.L. KLEIN & ASSOCIATES, INCORPORATED

The Secretary of State of the State of New Hampshire hereby certifies that an Application of R.L. KLEIN & ASSOCIATES, INCORPORATED for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to R.L. KLEIN & ASSOCIATES, INCORPORATED to transact business in this State under the name of R.L. KLEIN & ASSOCIATES, INCORPORATED, and attaches hereto a copy of the Application for such Certificate.

Business ID: 902212



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of May 2022 A.D.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan
Secretary of State