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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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October 11, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into an Agreement with Innovent Global, Inc., 1818 S. Australian Avenue, Suite 230, West Palm Beach, Florida 33409 (Vendor # TBD), in an amount not to exceed \$4,090,000, to expand the availability of temporary nurse staffing services to New Hampshire Hospital and Glenclyff Home, effective upon Governor and Executive Council approval through June 30, 2017. Funds are 41% Other Funds (Provider Fees), 27% Federal, and 32% General Funds.

Funds are available in the following account for State Fiscal Year 2017, with authority to adjust amounts between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

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

Fiscal Year	Class/Account	Class Title	Total Amount
SFY 2017	102-500731	Contracts for Program Services	\$4,000,000
		Subtotal	\$4,000,000

05-095-94-910010-5710-101-0729 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: GLENCLIFF HOME, GLENCLIFF PROFESSIONAL, MEDICAL PROVIDERS

Fiscal Year	Class/Account	Class Title	Total Amount
SFY 2017	101-500729	Medical Payments to Providers	\$ 90,000
		Subtotal	\$ 90,000
		Total	\$4,090,000

EXPLANATION

This requested action will help ensure the continued provision of nurse staffing services at New Hampshire Department of Health and Human Services facilities, including New Hampshire Hospital and Glenclyff Home, Acute Psychiatric Service and Long-Term Care Service facilities, respectively. On June 1, 2016 (Item #14), the Governor and Executive Council approved the Department's initial request to establish a list of Temporary Nurse Staffing Agencies with the ability to expand the list as other agencies become known. Through this request, the Department seeks to contract with an additional agency to cast as wide a net as possible so that adequate nursing staff are available to provide services at the Department's 24-hour, 7 days-a-week institutions. This package includes the addition of a new vendor, Innovent Global, Inc. and for the first time, includes the Glenclyff Home which under this proposed Agreement allows the facility to begin to utilize temporary nurse staffing services to fill coverage gaps until hired full-time staff is secured. Both facilities have been unable to hire full-time nurses despite significant recruitment efforts. With nurses a limited resource in New Hampshire and across the nation, the addition of multiple nurse staffing vendors increases the likelihood of retaining nurse staffing services as much as practical. Price limitations for each Department facility seeking Temporary Nurse Staffing Agency services are described above.

This request adds one (1) new vendor to the Department's list of Temporary Nurse Staffing Agencies which currently includes one (1) other vendor, and extends temporary nurse staffing services to Glenclyff Home. No maximum client or service volume is guaranteed.

The Department anticipates that additional Agreements may be presented at upcoming Governor and Executive Council meetings as other temporary nurse staffing agencies contract with the Department. The Department considers the staffing agencies to be a temporary solution to fulfill the immediate need as it works toward a more permanent recruitment and retention strategy.

New Hampshire Hospital Staffing Challenges

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

Table 1. New Hampshire Hospital Nurse Positions

Position Classification	Labor Grade	Authorized Number of Positions	Vacant Positions		
			August 2016	November 2015	November 2014
Nursing Director	34	1	0	0	0
Asst. Nursing Director	29	2	0	0	0
Registered Nurse I	19	13	2	2	5
Registered Nurse II	21	16	5	12	2
Registered Nurse III	23	50	1	13	1
Nurse Specialist	25	17	5	7	1
Nursing Coordinator	27	13	2	1	1
Nurse Practitioner	28	3	1	0	0
Licensed Practical Nurse	18	2	0	0	0
Total		117	16	35	10
Vacancy Rate			13.7%	29.9%	10.4%

New Hampshire Hospital continues to have difficulty in recruiting and hiring the six (6) additional nursing staff, authorized in the current budget cycle, that are needed. As of August 2016, there were sixteen (16) nursing vacancies at New Hampshire Hospital as shown above. Presently, the nurses that have been hired are in orientation. This situation has made it necessary to require every New Hampshire Hospital registered nurse to work a minimum of eight (8) hours of mandatory overtime per two week pay period, in addition to their regular hours. This is expensive and has the potential to negatively impact the quality of care provided by a group of dedicated nurses who already work in a stressful, demanding and dangerous environment.

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

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

Solicitations for vacant position have been posted to the New Hampshire Opportunities List, professional nurses' association websites, published in trade journals, local and regional newspapers, distributed at numerous job fairs throughout the state and displayed on a leased electronic billboard near the New Hampshire Hospital campus. Though these avenues have attracted a few worthy candidates, the wage structure offered by the state was found to be a competitive disadvantage. At the request of the Department, the Governor and Executive Council approved an increase to nursing salaries by fifteen percent (15%) in January 2016. This widely publicized wage enhancement has helped to recruit a few more nurses; however, there are still not enough to meet current patient care needs as area hospitals increased their wage structure during the first quarter of 2016. The Department of Health and Human Services will continue its efforts to recruit and hire staff nurses.

Glencliff Home Nurse Staffing Challenges

Glencliff Home has been included in this contract because the facility has been experiencing increased difficulty filling and retaining nursing positions in the current labor market as can be seen by the current vacancy rates in nursing positions in Table 2 below. The local and State unemployment has remained under 4 percent (4%) over the past year, and was at a 16-year-low of 2.6 percent (2.6%) in March according to Business NH magazine, which indicates the economy is at full employment.

Consequently, employers, including Glencliff Home, are pursuing "passive" candidates for vacant positions. Passive candidates are employees who are not actively seeking employment, making recruitment difficult and a lengthy process. Adding to the vacancy rate concerns, State employed nursing staff are increasingly eligible for retirement. Recently, Glencliff Home had two (2) nurses retire and has another seven (7) nurses (23% of its nursing staff) eligible for retirement in the next three (3) years.

Table 2. Glencliff Home Nurse Positions

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

Table 2 illustrates the trend and the increase in the vacancy rate at Glencliff Home. There are currently seven (7) nursing vacancies in the N130 pay scale at Glencliff Home as shown above. The vacancies have created an increase in overtime requirements for nursing staff. In the last three months in which Glencliff Home lost four (4) nurses (2 retired, 1 State Agency, 1 Other Facility), the overtime use has more than doubled. Of the remaining three vacancies, two have been vacant for a year, and one has been vacant for four months. This increase in overtime use is despite creative staffing solutions, such as increasing the use of Medication Nursing Assistants (MNAs). Knowing the nursing shortage was eminent; Glencliff Home provided an in-house course to increase our number of MNAs from 8 to 12.

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

The opportunity for development and education is another area that makes it difficult for Glencliff Home to recruit nursing staff. In the past, the State provided tuition benefits to employees, an excellent recruitment tool to attract and retain nurses who wanted to continue their education. Particularly for those nurses who desired to earn a bachelor's degree or advance their certification from LPN to registered nurse. Not only do other employers provide tuition benefits, but more are offering educational loan repayments. Grafton County Nursing Home, a nearby nursing facility, recently added such a program to their recruitment strategy.

The Economic and Labor Market Information Bureau is projecting the growth rate of job openings to be 19 percent (19%) for registered nurses and 24 percent (24%) for licensed practical nurses. If the projections are realized, the demand for nurses will create even more competition between healthcare providers. In fact, Medicare's Nursing Home Compare website reflects twenty-two (22) Nursing Homes within the vicinity of Glencliff Home. Also competing for nursing staff in the area are three (3) hospitals, including Dartmouth-Hitchcock Medical Center, a well-respected teaching facility.

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

Glenclyff Home will continue its recruitment efforts, which include local, state and nationwide advertising in newspapers, trade journal and websites, and will continue to serve as a Plymouth State University nursing clinical site. If this request is not approved, the shortage of nurses will lead to more vacancies as nurses retire and continue to take positions at other healthcare facilities. As positions take longer to fill and more positions become vacant, the increased workload on existing employees will have a detrimental effect on the quality of care, as well as increase the likelihood of additional staff turnover. The use of agency nurses will alleviate some of the negative impacts of the high vacancy rate and continued use of Over Time.

Seven (7) Temporary Nurse Staffing Agencies were emailed on May 5, 2016 to solicit their interest in providing temporary nurse staffing for the New Hampshire Hospital. More recently, each agency was solicited to also provide services for Glenclyff Home. To date, three (3) agencies, including the agency in this request package, have expressed interest in contracting with the Department to provide temporary nurse staffing services. Other nurse staffing agencies may follow suit.

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

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

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

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

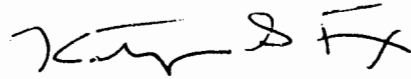
Source of Funds is 41% Other Funds (Provider Fees), 27% Federal Funds, and 32% General Funds.

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Page 8 of 8

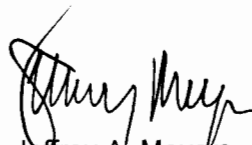
In the event that Federal and Other Funds become no longer available, General Funds will be requested due to the critical nature of the program.

Respectfully submitted,



Katja S. Fox
Director, Division for Behavioral
Health

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: Temporary Nurse Staffing Services (SS-2017-NHH-03-TEMPO-01)

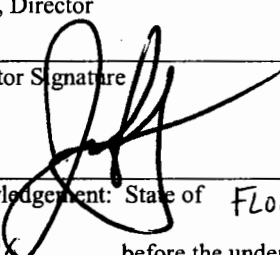
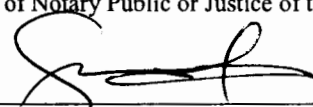

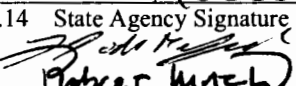
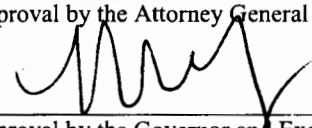
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Innovent Global, Inc.		1.4 Contractor Address 1818 S. Australian Avenue, Suite 230 West Palm Beach, FL 33409	
1.5 Contractor Phone Number 561-444-3152	1.6 Account Number 094-9400-8750-102 and 05-095-910010-5710-101-0729	1.7 Completion Date 6/30/2017	1.8 Price Limitation \$4,090,000.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JOHN FAY SALES MANAGER	
1.13 Acknowledgement: State of <u>FLORIDA</u> , County of <u>PALM BEACH</u> On <u>8/8/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Rocio Giddings		1.14 State Agency Signature  Date: <u>8/16/16</u> Robert Macleod, CEO NHH	
1.15 Name and Title of State Agency Signatory L. Todd Bickford, Administrator of Glaucoma Home		1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/10/14</u> Megan A. Yepsie - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date 8/15/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date 8/15/16

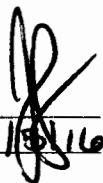




Exhibit A

SCOPE OF SERVICES
RELATIVE TO THE PROVISION OF PER DIEM AND/OR SHORT-TERM REGISTERED
NURSE STAFFING SERVICES FOR ACUTE PSYCHIATRIC FACILITIES

1. Provisions Applicable to All Services

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

2. Scope of Services

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



Exhibit A

- their scope of practice, as defined by the Nurse Practice Act of the State of New Hampshire.
- 2.5 The Contractor's Nursing Staff placed with the facility shall receive orientation and training by Department staff; orientation shall include facility-specific information about infection prevention, client confidentiality, medical records and other documentation practices, as well as safety and emergency protocols, including training about how to recognize and respond safely to patients experiencing psychiatric crises.
 - 2.6 The Contractor's Nursing Staff duties shall include physical assessments (excluding psychiatric or admission assessments), medication administration, processing of physician orders, vital signs monitoring, blood glucose testing, treatments and dressing changes; as well as provide verbal and written communications to report related findings.
 - 2.7 The Contractor's Nursing Staff shall work under the supervision of designated supervisor(s) employed by the Department.
 - 2.8 The Contractor's Nursing Staff shall not supervise, schedule, assign or evaluate performance of other nursing staff or mental health workers; they may, however, delegate simple tasks to certain direct care paraprofessionals (e.g., mental health workers) to obtain vital signs or assist a client).
 - 2.9 The Contractor's Nursing Staff shall not lead coordination during psychiatric emergencies, and shall not have authority to declare a Personal Safety Emergency as defined under He-M 305, nor authorize the use of restraint or seclusion, as applicable.
 - 2.10 The Contractor shall be provided with a minimum 24 hour advance notice when Nurse Staffing Services are needed by the Department.
 - 2.11 The Contractor shall receive a minimum two (2) hour verbal and written notification of cancellation of Nurse Staffing Services prior to the start of the shift for which the Nursing Staff is scheduled to work.
 - 2.12 The Contractor shall be immediately notified verbally and in writing of the Department's dismissal of Nursing Staff with or without cause, providing in reasonable detail, the reason(s) for dismissal. The Contractor shall be compensated for all hours worked prior to dismissal.
 - 2.13 The Contractor shall be notified of any unexpected incident (e.g., errors, safety hazards, unanticipated injury or death) known to involve the Contractor's Nursing Staff.
 - 2.14 The Contractor shall attempt to accommodate Department staffing requests for Nursing Staff by name, as applicable.
 - 2.15 The Contractor shall be paid at the rates described in Exhibit B for services provided under this Exhibit A, as applicable.
 - 2.16 The Contractor shall pay all wages of the Nursing Staff, including federal and state taxes in accordance with Exhibit B.

A handwritten signature in black ink, appearing to be 'S. K.', is written over the date '8/15/17'.



Exhibit A

3. Licensing Requirements

- 3.1 The Contractor's Nursing Staff performing services under this Agreement must possess valid licenses issued by the New Hampshire Board of Nursing.
- 3.2 The Contractor's Nursing Staff shall possess CPR certification that meets "Basic Life Support" standards by either the American Heart Association or American Red Cross Association, as required by state law.
- 3.3 The Contractor shall possess proof of pre-employment screenings for Nursing Staff to include a physical as applicable by state law, tuberculosis screening, and/or administration of CDC recommended immunizations for healthcare workers, and ensure Nursing Staff health records are promptly available in the event of an outbreak situation at the facility.
- 3.4 The Contractor's Nursing Staff shall meet applicable laws, regulations, and/or accreditation standards to be presented to facility administration upon request.

A handwritten signature in black ink, appearing to be 'S. D. G.', written over a horizontal line.



Exhibit A-1

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

1. Provisions Applicable to All Services

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

2. Scope of Services

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



Exhibit A-1

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

3. Licensing Requirements

- 3.1 The Contractor's Nursing Staff performing services under this Agreement must possess valid licenses issued by the New Hampshire Board of Nursing.
- 3.2 The Contractor's Nursing Staff shall possess CPR certification that meets "Basic Life Support" standards by either the American Heart Association or American Red Cross Association, as required by state law.



Exhibit A-1

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

A handwritten signature in black ink, appearing to be 'JL', written over the signature line and partially overlapping the date.



Exhibit B

METHOD AND CONDITIONS PRECEDENT TO PAYMENT

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

Budget Limitation by Facility

Department Facility	Facility Type	SFY 2017
New Hampshire Hospital	Acute Psychiatric	\$4,000,000
Glenclyff Home	Non-Acute Psychiatric	90,000
	Total	\$4,090,000

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

10/10/16



Exhibit B

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

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

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

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

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

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 10/10/16



Exhibit B

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

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

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

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

6.2 Nursing Staff who work holidays will be paid one and one-half (1-1/2) times the rate in the schedules above.

6.3 Holiday shifts begin with the 11:00 p.m. - 7:00 a.m. shift on the eve of the following holidays and end with the 3:00 p.m. – 11:00 p.m. shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 3:00 p.m. – 11:00 p.m. shift on the eve of the holiday and end with the 11:00 p.m. – 7:00 a.m. shift on the day of the holiday.

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

7. Break and meal allowances shall apply as follows:

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

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

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

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

[Handwritten Signature]
 10/10/16



Exhibit B

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

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

11. Payment for services shall be made as follows:

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

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

For New Hampshire Hospital services:

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

For Glencliff Home services:

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

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

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

[Handwritten Signature]
[Handwritten Date: 12/10/16]



SPECIAL PROVISIONS

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


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



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

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

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


Date 8/5/16



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has \$0 or



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

A handwritten signature in black ink, consisting of a stylized 'A' and 'S' followed by a long horizontal stroke.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, Insurance, is deleted and the following subparagraph is added:
 - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and professional liability coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.

A handwritten signature in black ink, appearing to be 'AK'.



Exhibit C-1

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

Handwritten initials, possibly 'JH', written in black ink.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

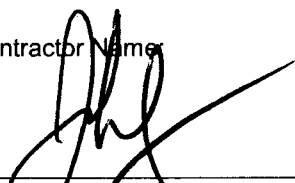



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

8/5/16
Date

Contractor Name

Name: JOHN FAY
Title: SALES MANAGER

Contractor Initials 
Date 8/5/16



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

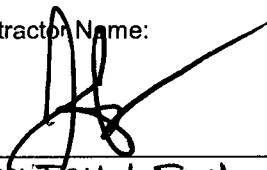
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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


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

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

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

8/5/16
Date

Contractor Name: 
Name: JOHN FAY
Title: SALES MANAGER

Contractor Initials 
Date 8/5/16



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

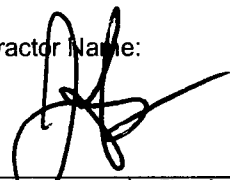
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

8/5/16
Date

Contractor Name:


Name: JOHN FAY
Title: SALES MANAGER



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

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

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

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

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

Exhibit G

Contractor Initials 

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

8/5/16
Date

Contractor Name:

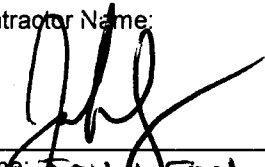

Name: JOHN FAY
Title: SALES MANAGER

Exhibit G

Contractor Initials JF

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

Date 8/5/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

8/5/16
Date

Contractor Name:


Name: JOAN FAY
Title: SALES MANAGER


Contractor Initials 
Date 8/5/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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

A handwritten signature in black ink, appearing to be "JK", written over a horizontal line.



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

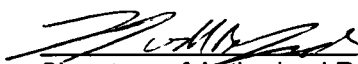
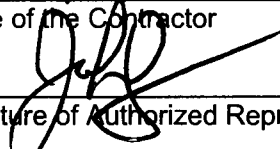
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security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

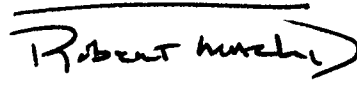


Exhibit I

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

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

_____	<u>INNOVENT GLOBAL, INC</u>
The State	Name of the Contractor
	
Signature of Authorized Representative	Signature of Authorized Representative
<u>L. Todd Bickford</u>	<u>JOHN FAY</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Agency Director of Gloucester County</u>	<u>SALES MANAGER</u>
Title of Authorized Representative	Title of Authorized Representative
<u>8/16/16</u>	<u>8/15/16</u>
Date	Date

The State

ROBERT S. McLEOD
 CEO
 8/16/16



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

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

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

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

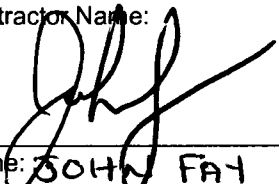
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

8/5/16
Date

Contractor Name:


Name: JOHN FAY
Title: SALES MANAGER



FORM A

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

1. The DUNS number for your entity is: 068244335
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

JH
8/5/16



Exhibit K

RELATIVE TO THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES CONTRACT FOR THE PROVISION OF TEMPORARY NURSE STAFFING SERVICES

1. **Purpose**

For purposes of this Exhibit K, the term "Contractor" generally implies the Nursing Staff retained under this Agreement by the New Hampshire Department of Health and Human Services (the "Department").

2. **Provisions Applicable to All Services**

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



Exhibit K

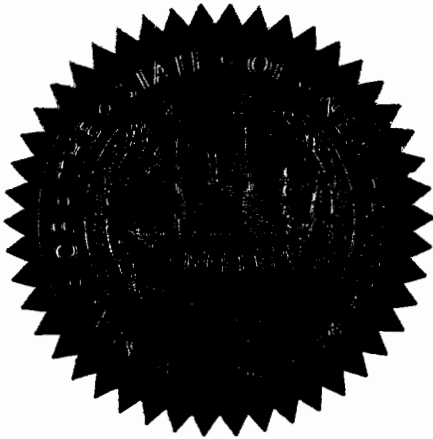
and/or communicates with patients. Professional boundaries are the spaces between staff power and patient vulnerability. Establishing boundaries allows staff to control this power differential providing a safe connection to meet patient needs. Failure to maintain a boundary by becoming overly involved in a manner that has potential to compromise patient care is a violation of this policy. Boundary violations may be emotional, physical, spiritual, financial or sexual in nature and may be brief, extended, intentional or accidental. Behaviors that can be considered boundary violations include, but are not limited to:

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INNOVENT GLOBAL, INC., a(n) Florida corporation, is authorized to transact business in New Hampshire and qualified on May 10, 2016. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of June, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Organization duly held on August 5, 2016 and 10/10/16.
(Date Resolution Adopted (Original Contract)) (Date Resolution Adopted (Exhibit B))

RESOLVED: That the Sales Manager
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of August, 2016 and continues to be effective on the 10th day of Oct, 2016.
(Date Original Contract Signed) (Date Exhibit B Signed)

4. John Fay is the duly elected Sales Manager
(Name of Contract Signatory) (Title of Contract Signatory)

of the Organization.

Ray Galvez
Ray Galvez

STATE OF Florida

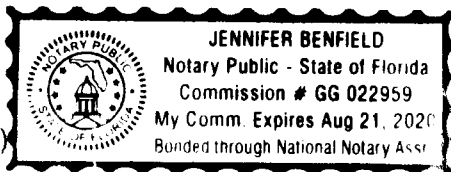
County of Palm Beach

The forgoing instrument was acknowledged before me this 10th day of Oct, 2016.

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

Jennifer Benfield
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: 8/21/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2016

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

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

PRODUCER Spiris, Inc. DBA Simpleasure PO Box 6248 Lafayette IN 47903		CONTACT NAME: David Hutchison PHONE (A/C, No, Ext): (765) 449-7500 FAX (A/C, No): (800) 860-2470 E-MAIL ADDRESS: daveh@simpleasure.com	
INSURED Innovent Global Inc. 1818 S Australian Ave STE 230 West Palm Beach FL 33409		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American INSURER B: Wesco Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL168105251 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER: Crime			PRA5908646-03	6/28/2016	6/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Crime \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PRA5908646-03	6/28/2016	6/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			UMB6513273-02	6/28/2016	6/28/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WVC3224705 & MWC1014883	8/1/2016	8/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Staffing Professional Liability			PRA5908646-03	6/28/2016	6/28/2017	Aggregate \$5,000,000 Per Occurrence \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Hutchison/TER1
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