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New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415

Margaret D.LaBrecque
Commandant

Telephone: (603) 527-4400
Fax : (603) 286-4242

March 24, 2021

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

REQUESTED ACTION

Authorize the New Hampshire Veterans Home to enter into a **SOLE SOURCE** amendment with Global Empire LLC (VC#265944), 2151 Linglestown Road, Suite 180, Harrisburg, PA 17110, by increasing the contract amount by $744,000 from $1,085,400 to $1,829,400 and extending the date to June 30, 2023, to provide Pharmacy Services, effective Governor and Council approval. Original contract approval by Governor and Council was on June 6, 2018, #126. Funding Source is 39% Federal, 32% Agency Incomes, 29% General Funds.

Funds are available in account, 05-43-43-430010-5359, New Hampshire Veterans Home, Professional Services, in FY20/21 and anticipated to be available in FY22/23 as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	FY 19	FY 20	FY 21	FY 22	FY 23	Total
#046-500462 Non Benefited Med-Consultants	$360,000	$361,800	$363,600	$372,000	$372,000	$1,829,400

EXPLANATION

This amendment is SOLE SOURCE due to a clerical error whereby the contract renewal clause option, that was included in the RFP and the original G&C letter, was accidentally omitted from the contract exhibit for pharmacy services at the New Hampshire Veterans Home. This vendor has been providing these services in an excellent manner to the NH Veterans Home for the past 3 years and we are therefore confident in the credentials of this contractor and feel comfortable in exercising this amendment to the contract. In October 2017, the New Hampshire Veterans Home advertised for bids on the State of NH Purchase and Property web site as well as the New Hampshire Veterans Home web site for Pharmacy Services. Two vendors responded to the RFP. Global Empire Healthcare Group was the lowest bidder.

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

Respectfully submitted,

Margaret D LaBrecque

Margaret D. LaBrecque
Commandant

AMENDMENT OF AGREEMENT BETWEEN
THE NEW HAMPSHIRE VETERANS HOME
AND
Global Empire LLC.

ORIGINAL

This Amendment to Agreement (hereinafter called the "Amendment"), dated this 16 day of March, 2021, by and between the State of New Hampshire, acting by and through the New Hampshire Veterans Home (hereinafter called "NHVH"), and Global Empire LLC, 2151 Linglestown Road, Suite 180, Harrisburg, PA 17110, Vendor number 265944 (hereinafter called the "Contractor").

WHEREAS, pursuant to an Agreement dated March 8, 2018, the Contractor has agreed to provide certain services upon the terms and conditions specified in the agreement, in consideration of payment by NHVH of certain sums specified therein; and

WHEREAS, pursuant to Contract Terms of the agreement may be amended, waived or discharged only be an instrument in writing signed by the parties thereto and only after such approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

WHEREAS, NHVH and the Contractor have agreed to amend the agreement in certain respects;

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

1. Amendment and Modification of Agreement
The Contract is hereby amended as follows:

Paragraph 1.7, Completion Date is revised as follows:
Change from 6/30/2021 to 6/30/2023

Paragraph 1.8, Price Limitation is revised as follows:
Increased by $744,000 from $1,085,400 to $1,829,400.

2. Amendment and Modification of Exhibit B and C
The Contract is hereby amended to include the following:

Exhibit C Budget and Method of Payment will now read:

The Home agrees to pay the Contractor to provide pharmacy services to the NHVH in accordance with all of the requirements of this contract, the sum of $1,829,400 over a five year period, each fiscal year is payable in 12 monthly installments not to exceed the total dollar per fiscal year.

Year 1 FY19	$360,000
Year 2 FY20	$361,800
Year 3 FY21	$363,600
Year 4 FY22	$372,000
Year 5 FY23	$372,000

Total not to exceed amount $1,829,400

3. Effective Date of Amendment
The effective date if this action is Governor and Council approval or July 1, 2021, whichever is later.

4. Continuance of Agreement

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

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

Margaret D. LaBrecque
Margaret D. LaBrecque, Commandant

3/24/2021
Date

Greeshma Verma
Contractor, Global Empire, LLC

03/17/2021
Date

STATE OF VIRGINIA

County of Norfolk

The foregoing instrument was acknowledged before me on this 17 day of March, 2021, by Greeshma Verma.

Ketsia McClease
Signature Notary Public or Justice of Peace

KETSIA MCCLEASE
Electronic Notary Public
Commonwealth of Virginia
Registration No. 327724
My Commission Expires Apr 30, 2023

March 17, 2021
Date

04/30/2023
Commission Expires

This notarial act was performed online by way of two-way audio/video communication technology.

Approved to as form, execution, and substance:
OFFICE OF THE ATTORNEY GENERAL

By: Michael Haley

03/25/2021 Date

Michael Haley, Attorney

GLOBAL EMPIRE, LLC

ORIGINAL

Certificate of Authority

Limited Partmentship or LLC Certification of Authority

I, Scott Weaver , hereby certify that I am a Compliance Manager of Global Empire, LLC a limted liability company under RSA 304-C.

I certify that I am authorized to bind the LLC.

I certify that it is understoond that the State of New Hampshire will reply on this certificate as evidence that the person listed above currenlty occupies the position indicated and that they have full authority to bind the partnership or LLC.

I further certify that Greeshma J. Verma, Director of Government Services, was granted authority prior to the day the contract was signed and it has not been amended or repealed as the day the contract was signed.

DATED: March 16, 2021

ATTEST: Scott Weaver / Compliance Manager
(Name & Title)

Signature: Scott Weaver
Scott Weaver (Mar 16, 2021 20:16 EDT)

Acknowledgement: State of Virginia , County of Norfolk
On March 16, 2021 , before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledge that he executed this document in the capacity indicated above.

Signature of Notary Public Ketsia McClease

KETSIA MCCLEASE
Electronic Notary Public
Commonwealth of Virginia
Registration No. 327724
My Commission Expires Apr 30, 2023

[Seal]

Name and Title of Notary Ketsia McClease, Notary Public

This notarial act was performed online by way of two-way audio/video communication technology.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. One Jericho Plaza, Suite 200 Jericho NY 11753	**CONTACT NAME:** Karen Mohamed **PHONE (A/C, No, Ext):** 516-745-0800 **FAX (A/C, No):** 516-745-0082 **E-MAIL ADDRESS:** karen_mohamed@ajg.com
INSURED NOORSTA-01 Global Empire, LLC dba Global Healthcare Group LLC 2151 Linglestown Road, Suite 180 Harrisburg, PA 17110	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A:** Wesco Insurance Company — 25011 **INSURER B:** AmTrust Insurance Company of Kansas — 15954 **INSURER C:** ACE American Insurance Company — 22667 **INSURER D:** Philadelphia Indemnity Insurance Company — 18058 **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 1111511262 **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	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC X OTHER: Professional Lia			PHPK2241860	2/25/2021	2/25/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Each Claim	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 5,000,000
D	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK2241880	2/25/2021	2/25/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB757683	2/25/2021	2/25/2022	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		KWC1228197 WWC3497681	10/11/2020 10/11/2020	10/11/2021 10/11/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C D D	Cyber Liability Employment Practices Liab. Crime - Client's Property			D95658547 PHSD1610955 PHSD1610955	10/18/2020 2/25/2021 2/25/2021	10/11/2021 2/25/2022 2/25/2022	Breach Limit/Agg Each Claim Occurrence	$5,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured, Waiver of Subrogation and Primary and Non-Contributory as required per written contract - form # PI-GLD-TS NY (11/15)
Workers Comp Waiver of Subrogation per form #WC000313(04/84)

CERTIFICATE HOLDER

NH Veterans Home
139 Winter St.
Tilton NH 3276
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 GLOBAL EMPIRE LLC is a Pennsylvania Limited Liability Company registered to transact business in New Hampshire on March 15, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **790239**

Certificate Number: **0005261405**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of February A.D. 2021.

William M. Gardner

Secretary of State

(/online/Home/) Back to Home (/online)

Business Information

Business Details

Business Name:	GLOBAL EMPIRE LLC	Business ID:	790239
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	03/15/2018	Name in State of Formation:	GLOBAL EMPIRE LLC
Date of Formation in Jurisdiction:	05/25/1999		
Principal Office Address:	2151 Linglestown Road Suite 180, Harrisburg, PA, 17110, USA	Mailing Address:	2151 Linglestown Road Suite 180, Harrisburg, PA, 17110, USA
Citizenship / State of Formation:	Foreign/Pennsylvania		
		Last Annual Report Year:	2021
		Next Report Year:	2022
Duration:	Not Stated		
Business Email:	documents@incorp.com	Phone #:	702-866-2500
Notification Email:	documents@incorp.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Administrative and Support and Waste Management and Remediation Services	Temporary Help Services

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Principals Information

Name/Title	Business Address
GHG Holdings, Inc. / Member	2151 Linglestown Road, Suite 180, Harrisburg, PA, 17110, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: INCORP SERVICES, INC.

Registered Office Address: 152 S Mast Street, Goffstown, NH, 03045, USA

Registered Mailing Address: 152 S Mast Street, Goffstown, NH, 03045, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address

No records to view.

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

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New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415

Margaret D.LaBrecque
Commandant

Telephone: (603) 527-4400
Fax : (603) 286-4242

April 4, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Veterans Home to enter into a contract with Global Empire LLC, (VC#265944), 2151 Linglestown Road, Suite 180, Harrisburg, PA 17110, in the amount of $1,085,400. to provide pharmacy services to the Home's residents from July 1, 2018 approval through June 30, 2021. Funding Source 28% Federal, 47% General Funds, 25% Other.

Funds are available in account, 05-43-43-430010-5360, New Hampshire Veterans Home, Pharmacy Services, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	FY 2019	FY 2020	FY2021
# 046-500462 Non Benefited Med -Consultants	$360,000	$361,800	$363,600

EXPLANATION

This contract provides for pharmacy services at the New Hampshire Veterans Home. In October 2017, the New Hampshire Veterans Home advertised for bids on the State of NH Purchase and Property web site as well as the New Hampshire Veterans Home web site for Pharmacy Services. Two vendors responded to the RFP. Global Empire Healthcare Group was the lowest bidder and has been satisfactorily providing these services to the NH Veterans Home for the past 3 years and we are therefore confident in the credentials of this contractor and as such feel comfortable in awarding this contract. This contract includes a two-year extension option that may be exercised at the end of the three year term with Governor and Council approval.

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

Respectfully Submitted,

Margaret D LaBrecque

Margaret D. LaBrecque
Commandant

NEW HAMPSHIRE VETERANS HOME
Cost Breakdown - Contracted Pharmacy Services RFB NHVH 2017-003

Vendor

		Original Bid 2017-003	
Global Empire LLC			
2161 Linglestown Road	**Year 1**	**$360,000.00**	
Suite 180	**Year 2**	**$361,800.00**	
Harrisburg, PA 17110	**Year 3**	**$363,600.00**	
	Total bid		**$1,085,400.00**
MEI Services Inc.			
2915 Piedmont road NE	**Year 1**	**$426,206.40**	
Ste B	**Year 2**	**$426,206.40**	
Atlanta, GA 30097	**Year 3**	**$391,406.40**	
	Total bid		**$1,243,819.20**
	SAVINGS		**$158,419.20**

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Veterans Home		1.2 State Agency Address 139 Winter Street Tilton, NH 03276	
1.3 Contractor Name Global Empire LLC		1.4 Contractor Address 2151 Linglestown Road, Suite 180, Harrisburg, PA 17110	
1.5 Contractor Phone Number 717-540-6894	1.6 Account Number 05-0430010-5360-100	1.7 Completion Date 6/30/2021	1.8 Price Limitation $1,085,400.
1.9 Contracting Officer for State Agency Armand Plourde		1.10 State Agency Telephone Number 603-527-4847	
1.11 Contractor Signature Greeshma Verma		1.12 Name and Title of Contractor Signatory Greeshma Verma, Director of Government Services	

1.13 Acknowledgement: State of Pennsylvania, County of Dauphin

On 8, march 2018, 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
Carrie Aungst
[Seal]

Commonwealth of Pennsylvania - Notary Seal
Carrie Aungst, Notary Public
Dauphin County
My commission expires May 28, 2019
Commission number 1291052

1.13.2 Name and Title of Notary or Justice of the Peace
Carrie Aungst

1.14 State Agency Signature Date: 12/19/17	1.15 Name and Title of State Agency Signatory ARMAND PLOURDE DIRECTOR OF ADMINISTRATIVE SERVICES

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: Jill Perlow On: 5/4/18

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 GJV
Date 03/01/2018

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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials GTV
Date 03/08/2018

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 GJV
Date 03/08/2018

EXHIBIT A

New Hampshire Veterans Home – On Site Pharmacy Scope of Services

Purpose of contract

Provide on-site pharmacy services for the New Hampshire Veterans Home that will incorporate medication dispensing, clinical pharmacist monitoring, and administrative activities, as well as safe medication administration procedures.

Dispensing Activities

This on-site service will include the screening of all medication orders, entry of those medication orders into the pharmacy computer database, and dispensing those medications within a patient specific unit dose drug delivery system.

Provide pharmacist oversight necessary to check medication duplication, dosage, and drug interactions, as well as drug-disease interactions.

Provide medication delivery updates to patient units throughout the day Monday through Friday and as needed on Saturdays, Sundays, and holidays at a time agreeable to New Hampshire Veterans Home.

Establish a formulary in accordance with the requirements of the New Hampshire Veterans Home's Medical Director. Procure and maintain adequate inventory levels for all medications and ensuring their storage under the proper conditions. Inventory levels shall be determined by the successful bidder and New Hampshire Veterans Home staff. Medications shall be ordered as necessary through a combination of the Department of Veterans Affairs pharmaceutical distributor and the approved State of New Hampshire contract through Minnesota Multi-state Contracting Alliance for Pharmacy (MMCAP), or from any other source as directed by Officials of the State of New Hampshire. All pharmaceuticals ordered are the sole property of the State of New Hampshire and are to be used for the New Hampshire Veterans Home and may not be ordered for any other purpose.

Ensure that controlled substance inventories and records adhere to State and DEA regulations.

On-site pharmacy hours of operation shall be from 8 am to 4 pm, Monday through Friday. On-call pharmacist coverage for questions and dispensing necessities for all off-hours required. Assure response and delivery time during off-hours to be one (1) hour or less.

Maintain a night cabinet for off-hour drug acquisition by nursing. Size and stock shall be adequate to meet the needs of a 250-bed long-term care facility. Screen all off-hour orders immediately when the pharmacy re-opens.

Provide pharmacy resident profiles to include name, age, medical record number, allergies, code status, medical diagnosis and current medications.

Generate monthly medication administration records and as necessary for new admissions and return from hospital stays. Medication Administration Record (MAR) sheets shall include all special instructions for the proper administration of the prescribed medications. Proof of use sheet for controlled substance shall be provided for each prescription.

EXHIBIT A
Scope of Services

Provide Leave of Absence medications as required per New Hampshire Veterans Home policy.

Clinical Pharmacy Services
Provide timely pharmacy interventions to physicians and nurses.

Provide monthly chart reviews by the pharmacist using Omnibus Budget Reconciliation Act of 1990 (OBRA) Program and Health Care Facilities Guidelines criteria and standards applicable and customary for long-term care. A monthly review of each resident's drug regimen, listing incompatibilities, interactions and making appropriate suggestions on lab work to be done, any potential drug/medication problems, etc. The monthly review, in compliance with OBRA and Health Care Facilities Guidelines, shall be performed by a registered pharmacist on-site and the results of each review shall be provided to the Resident Care Services Director.

Participate in regularly scheduled meetings with New Hampshire Veterans Home staff as necessary, to be determined by New Hampshire Veterans Home's Resident Care Services Director, to assure seamless operations between pharmacy staff and New Hampshire Veterans Home staff.

Provide drug information services and drug utilization monitoring capabilities that shall include provisions to assure proper steps are taken to purchase medications in such a way to satisfy any third party reimbursement guidelines for any and all residents.

Maintain the medication carts, including placing medications and controlled substances that are dispensed to New Hampshire Veterans Home residents into the medication carts as necessary or in or on appropriate areas where they will be stored. Accountability of all medications and/or controlled substances that are dispensed to New Hampshire Veterans Home residents shall be the responsibility of the successful bidder. In addition, responsible for keeping all prescriptions filled in the manner they were prescribed. Provide written inspection reports of medication storage areas on a monthly basis.

Aid in the development of drug dosing/management protocols for chronic medications.

Provide nursing medication in-services as arranged by the New Hampshire Veterans Home's Resident Care Services Director and/or designee.

Quantify pharmacy interventions through quarterly Quality Assurance meetings as scheduled by the New Hampshire Veterans Home's Resident Care Services Director and/or designee.

The New Hampshire Veterans Home's Resident Care Services Director and Medical Director shall be advised of the interview process for all new pharmacy hires. At such time if it comes to be that the Pharmacist in Charge is change, the New Hampshire Veterans Home requires as much time as necessary to be part of the change process.

Utilize the Veterans Administration drug formulary and provision of timely formulary reviews per the *January 6, 2000 Department of Veterans Affairs Per Diem for Nursing Home Care of Veterans in State Homes: Final Rule.* (Attachment Paragraph 51.180)

EXHIBIT A
Scope of Services

Administrative Activities

Ensure adherence to all state and federal regulations/survey requirements for medications. *Including the Jan. 6, 2000 Department of Veterans Affairs Per Diem for Nursing Home Care of Veterans in State Homes: Final Rule.* (Attachment A Paragraph 51.180)

Provide required pharmacy staff supervision, required pharmacy staff training necessary to maintain all required certifications as required by any and all licensing boards, and oversight.

Provide third party billing services for any and all residents as it applies to medication reimbursement regardless of insurance carrier.

In conjunction with the New Hampshire Veterans Home staff, develop and maintain policies and procedures outlining the full scope of pharmacy services that meet industry standards and are updated as necessary to reflect changes in law or regulations.

Initial setup of the on-site pharmacy shall include the ordering of all medication inventory and supplies. Medications shall be ordered through a combination of the Veterans Administration pharmaceutical distributor and the approved State of New Hampshire contract through MMCAP, or from any other source as directed by Officials of the State of New Hampshire.

Provide guidance to New Hampshire Veterans Home staff on the selection of pharmacy information systems and medication carts.

Minimal staffing shall be 2 FTE's pharmacist and 2 FTE's technicians. All pharmacy staff shall possess all required certifications through the NH Board of Pharmacy and any and all other required certifications.

Pharmacist shall possess experience of at least six (6) years in management of medications in the elderly and oversight/regulatory experience concerning long-term care.

Provide a Certificate of Insurance and copies of all current licenses to the New Hampshire Veterans Home prior to awarding the contract. Comprehensive general liability insurance against all claims of bodily injury, death or property damage in the amount of $250,000 per claim and $2,000,000 per incident shall be maintained as well as Worker's Compensation insurance per the State of New Hampshire P-37.

Safe Medication Administration Procedures

Providing instruction to all nursing, medical, and pharmacy personnel in the area of medication safety.

Assisting in the development of a climate that incorporates medication safety into all processes.

Provide a monthly written inspection report of the medication storage area.

Exhibit B
Budget & Method of Payment

Vendor hereby offers to provide pharmacy services to the NHVH in accordance with all of the requirements of this bid at the following prices for the entire contract term:

Year 1 (Total amount invoiced monthly)	$30,000 x 12 months =	$ 360,000.00
Year 2 (Total amount invoiced monthly)	$30,150 x 12 months =	$ 361,800.00
Year 3 (Total amount invoiced monthly)	$30,300 x 12 months =	$ 363,600.00
Total not to exceed amount		**$ 1,085,400.00**

A. Invoicing:

The vendor shall agree to invoice the New Hampshire Veterans Home the amount equal to the total contract price divided by 36 months on a monthly basis. Payment will not be due until thirty (30) days after the invoice has been received at the NH Veterans Home business office.

B. Payment:

Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.

Unless otherwise noted on the contract, payment will be due thirty (30) days after invoicing. A check will be issued through the State Treasurer and forwarded to the Vendor. Payments will be for only what has been agreed to in the . The NHVH does not pay late charges or interest.

C. Other:

To receive proper payment, all invoicing for services must be sent to the agency's business office at:

NH Veterans Home
139 Winter Street
Tilton, NH 03276

D. Vendor:

Vendor Name: Global Empire, LLC

Vendor Address: 2151 Linglestown Rd., Suite 180

Mailing Harrisburg, PA 17110

Telephone Numbers: 717-540-6894

Business: 717-540-1500

Emergency: 717-439-5222

EXHIBIT C
Special Provisions

1. The Contractor represents and warrants that he has obtained and maintained in force all licenses and permits required by federal, state and local authorities.

2. It is understood that all equipment, furniture and fixtures, inventory and any other contents of the pharmacy are the sole property of the State of New Hampshire and the New Hampshire Veterans Home. The New Hampshire Veterans Home shall acquire and maintain the license regarding the pharmacy and all pharmacy operations shall report to the New Hampshire Veterans Home's Director of Nursing.

3. The Contractor shall provide the New Hampshire Veterans Home with a detailed monthly listing of all medications dispensed by date and by resident for submittal to the Department of Veterans Affairs. Furthermore, the listing shall be separated by those residents eligible for cost reimbursement from the Department of Veterans Affairs Aid and Attendance Program and those who are not eligible. The New Hampshire Veterans Home shall provide the Contractor with timely updates of resident reimbursement status. All reimbursements shall be made to the New Hampshire Veterans Home.

4. The Contractor shall place all orders for medications through vendors specified by the New Hampshire Veterans Home. All payments made for medications are the responsibility of the New Hampshire Veterans Home.

5. The Contractor understands that all medications dispensed shall be for residents of the New Hampshire Veterans Home only.

6. The Contractor must be in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) concerning privacy and security.

7. The Contractor agrees to enter into appropriate agreements with the New Hampshire Veterans Home as required by HIPAA and HITECH ACT, including without limitation a Business Associate Agreement (see Exhibit D).

NEW HAMPSHIRE VETERANS HOME

STANDARD EXHIBIT D
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 and those parts of the HITECH Act 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, Veterans Home.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

b. "Business Associate" has the meaning given such term in section 160.103 of Tile 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, TitleXIII, 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.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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.

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k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

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, unreasonable, 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) **Use and Disclosure of Protected Health Information.**

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

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

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

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

NH VETERANS HOME	Global Empire, LLC
The State Agency Name	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
ARNARD PLOURDE	Greeshma J. Verma
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR OF ADMINISTRATIVE SERVICES	Director of Government Services
Title of Authorized Representative	Title of Authorized Representative
12/18/17	03/08/2018
Date	Date

Contractor Initials: GJV
Date: 03/08/2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/22/2018

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
One Jericho Plaza, Suite 200
Jericho NY 11753

CONTACT NAME: Karen Mohamed
PHONE (A/C, No, Ext): 516-745-0800 FAX (A/C, No): 516-745-0082
E-MAIL ADDRESS: karen_mohamed@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Milwaukee Casualty Insurance Company	26662
INSURER B: Wesco Insurance Company	25011
INSURER C: Zurich American Insurance Company	16535
INSURER D: American Guarantee and Liability Ins Co	26247
INSURER E:	
INSURER F:	

INSURED
NOORSTA-01
Global Empire, LLC dba Global Healthcare Group LLC
2161 Linglestown Road, Suite 180
Harrisburg, PA 17110

COVERAGES CERTIFICATE NUMBER: 649920256 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	
C	X COMMERCIAL GENERAL LIABILITY			PRA 0093305-02	2/25/2018	2/25/2019	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	X POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			PRA 0093305-02	2/25/2018	2/25/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB [X] OCCUR			UMB 6513816-02	2/25/2018	2/25/2019	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$15,000,000
	DED [X] RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC1020643	10/11/2017	10/11/2018	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH)			WWC3309962	10/11/2017	10/11/2018	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab. Employment Practices Liab. Crime			PRA 0093305-02	2/25/2018	2/25/2019	Each Claim $5,000,000 Each Claim Client's Property	Agg $5,000,000 $5,000,000 $5,000,000

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

Blanket Additional Insured CG2026 (07/04), Waiver of Subrogation CG2404 (05/09), U-GL-1327-B CW (04/13) Primary & Non-Contributory Workers Comp Waiver of Subrogation per form #WC000313(04/84)

CERTIFICATE HOLDER

NH Veterans Home
139 Winter St.
Tilton NH 03276

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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 GLOBAL EMPIRE LLC is a Pennsylvania Limited Liability Company registered to transact business in New Hampshire on March 15, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 790239

Certificate Number : 0004086021

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2018.

William M. Gardner
Secretary of State

GHG

GLOBAL EMPIRE, LLC

Certificate of Authority # 4

Limited Partmentship or LLC Certification of Authority

I, Jacob Eletto (Name), hereby certify that I am a Chief of Staff of Global Empire, LLC (LLC) a limited liability partnership under RSA 304-B or limted liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I certify that it is understoond that the State of New Hampshire will reply on this certificate as evidence that the person listed above currenlty occupies the position indicated and that they have full authority to bind the partnership or LLC.

I further certify that Greeshma J. Verma, Director of Government Services, was granted authority prior to the day the contract was signed and it has not been amended or repealed as the day the contract was signed.

DATED: 3/1/18

ATTEST: Jacob Eletto COS
(Name & Title)

Signature:

Acknowledgement: State of New York, County of New York
On March 2nd 2018, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledge that he executed this document in the capacity indicated above.

Signature of Notary Public

[Seal]

Name and Title of Notary

Catherine Mary Lenihan
Notary Public, State of New York
No. 01LE6147806
Qualified in New York County
Commission Expires October 14, 2018