New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415

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Kimberly M MacKay
Commandant

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

July 5, 2023

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 new contracts with three (3) vendors up the amount of $4,140,000 to provide Temporary Staffing Services to the Veterans Home, with the option to renew for an additional two-year period, effective upon Governor & Council approval through June 30, 2026. Funding Source 29% General Funds, 39% Federal, 32% Other.

Vendor Name	Vendor Number	Vendor Address	FY2024	FY2025	FY2026	Total
Maxim Healthcare Staffing Services	438253	7227 Lee Deforest Dr, Columbia MD 21046	$460,000	$460,000	$460,000	$1,380,000
22nd Century Technologies Inc	216506	8251 Greensboro, Dr Suite 900, McLean VA 22102	$460,000	$460,000	$460,000	$1,380,000
Enterprise Solutions Inc	208276	700 East Diehl Rd, Ste 110 Naperville, IL 60563	$460,000	$460,000	$460,000	$1,380,000

Funds contingent upon the availability and continued appropriation of funds in Fiscal Year 2024, 2025, and 2026, as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified.

	FY 2024	FY 2025	FY2026	Total
05-43-43-0430010-53590000-101-500729 Medical Providers	$1,380,000	$1,380,000	$1,380,000	$4,140,000

EXPLANATION

This contract provides for temporary staffing services at the New Hampshire Veterans Home as needed, up to the contract amount. The New Hampshire Veterans Home advertised for bids in April 2023 on the State of NH Purchase and Property website as well as the New Hampshire Veterans Home website for Temporary Staffing Services. Twenty-Seven vendors responded to the RFA and were evaluated using the criteria specified in the RFA. The New Hampshire Veterans Home is confident in the credentials of these contractors and as such feel

comfortable in awarding these contracts. These contracts include a two-year extension option that may be exercised at the end of the three-year term with Governor and Council approval.

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

Respectfully Submitted,

Kimberly M MacKay
Commandant

RFA Temporary Staffing NHVH2023-004

Proposal #	Name	Ability (45 points) (Q1)	Experience (30 Points) (Q2)	Capacity (50 Points) (Q3)	Project Management (25 Points) (Q4)	Total Points (150 Possible)	Additional Comments
1	StaffLink	35,40,40	30,30,30	45,45,40	25,25,25	135,140,135	No local contracts or offices
2	Fifth Commandment Healthcare Staffing	35,40,40	20,15,10	45,45,40	25,25,25	125,125,115	No long term care (LTC) experience
3	Virtelligence	40,40,45	30,30,25	45,45,40	25,25,25	145,140,130	Limited Healthcare experience
4	Clovity	40,40,40	30,25,10	45,50,35	25,25,25	145,140,110	No LTC placements
5	619 Recruiting	35,40,40	20,20,30	45,45,40	20,20,25	120,125,135	Unknown LTC experience
6	InGenesis	40,40,45	30,25,30	45,45,40	20,25,25	140,135,140	Mental health & Substance abuse experience
7	BayInfotech LLC	40,40,40	25,25,25	40,40,40	20,20,25	125,125,130	87% retention rate, Uknown LTC experience
8	Impresiv health	35,40,35	35,25,25	40,40,40	20,20,25	120,125,125	Mental health & Substance abuse experience
9	Aya Healthcare	40,45,40	30,30,30	45,50,50	25,25,25	140,150,140	LTC experience, local contract
10	22nd Century Technologies Inc	45,45,45	30,30,30	50,50,50	25,25,25	150,150,150	Local contracts, LTC experience, Veterans
11	CareerStaff Unlimited	45,45,45	30,30,30	45,45,45	25,25,25	150,150,150	LTC experience, local contract
12	Health Advocates Network	35,40,40	20,15,25	45,45,40	25,25,25	125,125,130	New company No healthcare experience
13	Diskriter Inc	40,40,30	25,30,10	45,50,25	25,25,25	125,145,130	LTC experience
14	LanceSoft LLC	35,40,35	30,30,25	50,50,30	25,25,25	140,145,115	No LTC experience
15	Resource Logistics Inc	40,40,35	30,30,30	50,50,40	25,25,25	145,145,130	87% customer service satisfaction
16	Soft HQ, Inc	30,35,35	15,15,10	40,45,40	25,25,25	110,120,110	Limited Healthcare experience
17	Maxim	45,45,45	30,30,30	50,50,50	25,25,25	150,150,150	Local contracts, LTC experience, Veterans
18	BuzzClan, LLC	30,35,30	25,25,25	40,45,40	25,25,25	145,130,120	Limited Healthcare experience
19	Lifeline Staffing Agency	45,45,30	25,25,25	45,50,35	25,25,25	145,145,115	No LTC experience
20	Adelphi Medical Staffing	45,45,45	25,20,25	50,50,45	25,25,25	145,140,140	LTC experience
21	InstantServe LLC	45,45,45	25,25,25	50,50,45	25,25,25	145,145,140	LTC experience, local contracts
22	NuWest Group Holdings LLC	35,40,35	30,30,25	50,50,40	25,25,25	140,145,135	Prefers Per Diem, Psych experience
23	Atlantic Group	40,44,40	30,30,25	50,50,40	25,25,25	145,149,130	Limited LTC experience, Healthcare experience
24	Yamba Care	40,45,45	20,15,20	50,50,45	25,25,25	135,135,135	Serving local facilities
25	Enterprise Solutions Inc	45,45,45	30,30,30	50,50,50	25,25,25	150,150,150	Recruitment and Candiate Pool
26	SHC Services Inc	40,44,40	30,30,30	50,50,50	25,25,25	145,149,145	98% meets client requirements
27	US Infotech Solutions LLC	35,40,35	25,25,25	45,45,45	25,25,25	130,135,130	Limited Healthcare experience

Selected Vendor(s)
22 Century Technologies Inc
Maxium
Enterprise Solutions Inc

Reviewer:	**Date:**
Elisa Sirreca	5/3/2023
Holly O'Connell	5/3/2023
Kimberly MacKay	5/4/2023

FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Veterans Home		1.2 State Agency Address 139 Winter St Tilton NH, 03276	
1.3 Contractor Name Maxim Healthcare Staffing Services, Inc		1.4 Contractor Address 7227 Lee Deforest Drive Columbia MD 21046	
1.5 Contractor Phone Number 410-910-3596	1.6 Account Unit and Class 010-53590000-500729	1.7 Completion Date 6/30/2026	1.8 Price Limitation 1,380,000
1.9 Contracting Officer for State Agency Kimberly M MacKay		1.10 State Agency Telephone Number 603-527-4400	
1.11 Contractor Signature DocuSigned by: Shreeprada Aachar DC0F4DA96C8C47B... Date: 16-Jun-23		1.12 Name and Title of Contractor Signatory Shreeprada Aachar Assistant controller	
1.13 State Agency Signature Kimberly M MacKay Date: 6/21/2023		1.14 Name and Title of State Agency Signatory Kimberly M MacKay, Commandant	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Louise D. Williams		On: June 30, 2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: S (08)

Date: 16-Jun-23

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials DS

Date 16-Jun-23

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials DS

Date 16-Jun-23

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS

Date 16-Jun-23

EXHIBIT A
Special Provisions

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

EXHIBIT B
SCOPE OF SERVICES

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

2. **Terms of Contract:**
A Contract awarded by the NH Veterans Home as a result of this RFA is expected to be effective for the period beginning July 1, 2023 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2026 with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commandant of the NH Veterans Home and the Governor and Executive Council.

3. **Location of Services:**
NH Veterans Home, 139 Winter Street, Tilton, NH 03276

4. **Not applicable.**

5. **Minimum Required Services:**

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

A. The Contractor shall secure temporary, contracted Registered Nurse (RN), Licensed Practical Nurse (LPN) Professionals, and Licensed Nursing Assistants (LNA) (Temporary Staff) to support the NHVH.

RN and LPN Position Requirements

RNs and LPNs must be qualified to perform duties that include but are not limited to:

- Conducting physical assessments, including psychiatric or admission assessments.
- Administering medication(s).
- Processing of physician orders.
- Monitoring vital signs.
- Testing blood glucose levels.
- Completing treatments.
- Conducting pain assessments.
- Changing dressings.
- Completing Management of the Milieu.
- Utilizing the electronic health record (EHR) of NHVH to obtain clinical information and to document patient care.
- Communicating both verbally and in writing to report related findings.
- Utilizes principles of infection control and universal precautions to foster resident treatment, recovery and/or prevention of infection.

LNA Position Requirements

LNAs must be qualified to perform duties that include but are not limited to:

- Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
- As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
- Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
- Reporting related findings through verbal and written communication to their shift supervisor.
- Provides for the needs of residents, such as cleanliness, nourishment, emotional comfort and activities such as sensory simulation as directed by a nurse.
- Provides basic nursing care taking vital signs and collecting specific specimens for routine laboratory examinations.
- Utilizes principles of infection control and universal precautions to foster resident treatment, recovery and/or prevention of infection.

B. The Contractor shall hire, maintain, and provide properly licensed Temporary Staff, and ensure the Nurse Professionals performing services under this Agreement possess: Valid licenses issued by the New Hampshire Board of Nursing.
C. CPR certification for RN and LPN positions, as required by state law.
D. Proof of pre-employment screening which includes but is not limited to:
A physical as applicable by state law which including TB testing.
E. Professional references.
F. Criminal background check(s) either a National Criminal Records Check or State of NH Release of Criminal Record Authorization Form based on previous employment and state designation under compact license. Attestation of applicant's fitness for duty shall be required prior to commencing any work. **Attestation** will ensure no convictions for the following crimes: A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to an adult; and felony for physical assault, battery, or a drug-related offense committed within the past five (5) years.
G. The Contractor shall conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check confidential results are returned directly to the NHVH Office of Human Resources.
H. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:

- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Human Resources and designee of the NH Veterans Home;
- Individuals who have a founded abuse case on record with any State Bureau of Elderly and Adult Department

- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH history shall be reviewed by the Director of Human Resources and designee of the NH Veterans Home;
- Individuals with a history of drug diversion;
- Individuals who were former State of NH employee and/or former Contract employee that was dismissed for cause; and
- Individuals previously employed with the NH Veterans Home without prior approval of the NH Veterans Home.

I. Drug screening as applicable.

J. The Contractor shall ensure that the Nurse Professionals hired meet applicable laws, regulations, and/or accreditation standards to be presented to facility administration upon request.

K. The Contractor shall hire Temporary Staff who are capable of duties related to their license and NH Scope of Practice.

L. The Contractor shall ensure all Temporary Staff attend a minimum of sixteen (16) hours of NHVH orientation.

M. The Contractor shall attempt to accommodate staffing requests, for specific individual RNs and LPNs.

N. The Contractor shall be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed.

O. The Contractor shall pay all Temporary Staff wages, which includes payments of federal and state taxes.

P. The Contractor's Short-Term Temporary Staffing Services for each Nurse Professional must be a minimum of a thirteen (13) week period (Staffing Period), without a gap in delivered services for the Staffing Period unless otherwise mutually agreed upon.

Q. The Contractor shall provide replacement staffing for the remainder of the Staffing Period in the event a Temporary Staff is unable to fulfill the prescribed shift due to illness, injury or other unforeseen circumstance.

R. The Contractor shall provide alternative solutions, verbally and in writing, to New Hampshire Veterans Home who may, at its discretion, choose to accept the Vendor's alternative staffing solution, in the event the Vendor is unable to fulfill replacement staffing.

S. The Contractor shall notify Temporary Staff of supervision by a NHVH employed shift supervisor.

T. The Contractor shall accept immediate verbal and written notification from the NHVH of any staffing dismissal with or without cause, which provides reasonable detail the reason(s) for the dismissal, if applicable, which will result in compensation for all hours worked prior to dismissal.

U. The Contractor shall have the ability to receive notification from the NHVH of any unexpected incident known to involve a Temporary Staff including, but not limited to errors, safety hazards, or injury.

V. The NHVH shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.

W. Contractor shall comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.

6. Service Utilization:

Shift	Registered Nurse (RN)	Licensed Practical Nurse (LPN)
6:45AM - 3:15PM	0 Hours	0 Hours
3:00PM - 11:30PM	4,160 Hours	6,240 Hours
11:00PM - 7:00AM	2,080 Hours	2,080 Hours
Total Estimated Service Utilization	**6,240**	**8,320**

Shift	Licensed Nursing Assistant (LNA)
6:45AM - 3:15PM	0
3:00PM - 11:30PM	2080 Hours
11:00PM - 7:00AM	2080 Hours
Total Estimated Service Utilization	**4,160**

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

Table 1: Per Diem Rate Schedule for Registered Nurses (RNs)

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	$90.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	$91.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	$92.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	$92.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	$93.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	$94.00

Table 2: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs)

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$80.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$81.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$82.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$82.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$83.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	$84.00

Table 3: Per Diem Rate Schedule for Licensed Nursing Assistants (LNAs)

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$35.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$36.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$37.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$38.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$39.00

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

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

7.1. Weekday Day shifts shall begin at 6:45AM and end at 3:15PM on Monday, Tuesday, Wednesday, Thursday and Friday.

7.2. Weekday Evening shifts shall begin at 3:00PM and end at 11:30PM on Monday, Tuesday, Wednesday, Thursday and Friday.

7.3. Weekday Night shifts shall begin at 11:00PM on Monday, Tuesday, Wednesday, Thursday and Sunday and end at 7:00AM on Tuesday, Wednesday, Thursday, Friday and Monday.

7.4. Weekend Day shifts shall begin at 6:45AM and end at 3:15PM on Saturday and Sunday.

7.5. Weekend Evening shifts shall begin at 3:00PM and end at 11:30PM on Saturday and Sunday.

7.6. Weekend Night shifts shall begin at 11:00PM on Friday and Saturday and end at 7:00AM on Saturday and Sunday.

7.7. Observed Holidays shall follow the State of New Hampshire, Division of Personnel designated calendar Holidays.

7.8. Holidays that fall on a Weekend Day shall be observed on their prospective calendar date.

7.9. Columbus and Election Day shall not be considered as a State of New Hampshire Holiday.

7.10. No overtime rates shall be paid to the Contractor on behalf of their employee for employees working on State observed Holidays. The State shall expect the Contractor to manage the schedules of their employees so that no overtime is paid.

7.11. Holidays shall begin at midnight (12:00AM) or Eve on the calendar date of the Holiday and ends at midnight (11:59PM) on the same day. Reporting times remain as stated above.

7.12. Holiday billing services shall not be applied unless an assigned Temporary Nursing Professional actually works on the Day, Evening, or Eve (midnight) of the Holiday. Only hours worked on the actual calendar holiday are to be compensated.

8. **State of New Hampshire Observed Holidays (Calendar Year 2023):**

Holidays for Calendar Year 2023		
Holiday	**Day of Week**	**Date of Holiday**
New Year's Day	Monday	January 2, 2023
Martin Luther King Day/Civil Rights Day	Monday	January 16, 2023
President's Day	Monday	February 20, 2023
Memorial Day	Monday	May 29, 2023
Independence Day	Tuesday	July 4, 2023
Labor Day	Monday	September 4, 2023
Veterans' Day	Friday	November 10, 2023
Thanksgiving Day	Thursday	November 23, 20232
Day After Thanksgiving Day	Friday	November 24, 2023
Christmas Day	Monday	December 25, 2023

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

9. **General Service Provisions:**

- Notification of Required Services: The NHVH, Director of Resident Care Services, or designee shall contact the Contractor when service is required.
- Rules and Regulations: The Contractor agrees to comply with all policies, rules, and regulations of the NHVH.
- Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NHVH shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NHVH, or terminating the Contract.
- Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NHVH for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NHVH of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage repaid and addressed to the person designated by the Contractor under this paragraph.
- The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commandant of the NHVH receives notice of this change.
- Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NHVH, Business Administrator, 139 Winter Street, Tilton, NH 03276.

9.1 Contractor Liaison's Responsibilities:

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

9.1.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;

9.1.3. Receiving and responding to all inquiries and requests made by NHVH in the time frames and format specified by NHVH in this RFP and in the Contract and any renewals thereof; and

9.1.4. Meeting with representatives of NHVH on a periodic or as-needed basis to resolve issues which may arise.

9.2. NH Veterans Home Contract Liaison Responsibilities: The NH Veterans Business Administrator shall act as liaison between the Contractor and NH Veterans Home for the duration of the Contract and any renewals thereof. NH Veterans Home reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. Responsibilities of the NH Veterans Home representative are:

9.2.1. Representing the NH Veterans Home on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Veterans Home regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;

9.2.2. Monitoring compliance with the terms of the Contract;

9.2.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;

9.2.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and

9.2.5. Informing the Contractor of any discretionary action taken by NH Veterans Home pursuant to the provisions of the Contract.

9.3. Reporting Requirements: The NH Veterans Home shall, at its sole discretion:

9.3.1 Request the Contractor to provide proof of any and all permits, licenses/certifications to perform Temporary Staffing Services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;

9.3.2. Request the Contractor to provide any and all reports on an as needed basis according to a schedule and format to be determined by the NH Veterans Home; and

9.3.3. Reports and/or information requests shall be forwarded to NH Veterans Home, Business Administrator, 139 Winter St, Tilton, NH.

9.4. Performance Evaluation: NH Veterans Home shall, at its sole discretion:

9.4.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof; this shall include review of the required qualifications of Temporary Staff provided by the Contractor and compliance with the three (3) day business notice for planned staff requests and the one (1) day business notice for unplanned staff requests;

9.4.2. The Director of Resident Care Services and the Director of Administrative Services of the NH Veterans Home may meet with the Contractor at a minimum of four (4) times a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;

9.4.3. Request additional reports and/or reviews the NH Veterans Home deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;

9.4.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;

9.4.5. Terminate the Contract, if NH Veterans Home determines that the Contractor is:

9.4.5.1. Not in compliance with the terms of the Contract;

9.4.5.2. Has lost or has been notified of intention to lose their accreditation and/or licensure;

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

9.4.5.4. Terminate the Contract as otherwise permitted by law.

10. Other Contract Provisions:

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

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

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

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

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

11. Bankruptcy or Insolvency Proceeding Notification:

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

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

12. Embodiment of the Contract:

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

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

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

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

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

13. Cancellation of Contract:

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

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

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

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

14. Contractor Transition:

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

15. Audit Requirement:

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

16. Additional Items/Locations:

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

17. Information:

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

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

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

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

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

18. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm. In addition, in accordance with RSA 9-F:1, http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH http://www.nh.gov/transparentnh/. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept

confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

19. Special Notes:

19.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.

19.2. The NH Veterans Home reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.

19.3. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

19.4. The NH Veterans Home shall not be held liable for finders, placement, advertising fees or any related hiring fees incurred by the Contractor.

19.5. The NH Veterans Home shall not be held liable for relocation expenses to include lodging, temporary housing or mileage fees as a condition of employment of the Contractor's staffing personnel for the duration or term of the Contract and any renewals thereof.

19.7. The NH Veterans Home shall not agree to liquidated damage provisions on behalf of the Contractor and/or employees represented by the Contractor. If the Contractor requires the NH Veterans Home staff signature validation of the Contractor's employees work schedule and/or time sheet, the Contractor shall recognize:

19.8.1. NH Veterans Home staff does not have contracting and payment authority.

EXHIBIT C
Budget & Method of Payment

Total Budget:	FY2024	FY2025	FY2026	Total
	$460,000	$460,000	$460,000	$1,380,000

20. Method of Payment:

20.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.

20.2. Original invoices shall be sent to the NHVH, Attn: Director of Resident Care Services, 139 Winter Street; Tilton, NH 03276 for approval.

20.3. Once approved, the original invoices shall be forwarded to the Department's Business Office for processing.

20.4. The NHVH may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NHVH shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NHVH and Contract Terms and Conditions.

20.5. The NHVH may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized and contain the following information:

20.5.1. Invoice date and number;

20.5.2 Facility name and associated Contractor account number (if applicable) representing facility name;

20.5.3. Quantity and number of hours per Temporary Nursing Professional and shift assignment for services rendered;

20.5.4. Itemized service/product total charge per service/product type; and

20.5.5. Attach itemized detailed time sheet for each Temporary Nursing Professional to monthly Contractor invoice.

20.6. Contractor errors resulting in service and/or product charge shall be at the expense of the Contractor to include:

4.6.1. Assignment of incorrect service type of Temporary Staffing Professional;

20.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

20.8. For billing purposes only, the billing period for weekday Day, Evening and Night shifts shall not include the one half hour (1/2) unpaid meal break.

20.12. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2024.

21. Appropriation of Funding

21.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.

21.1.1 In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NHVH the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.

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

ATTACHMENTS TO BE INCLUDED WITH CONTRACT

A. Sample Packet of Documents:

1. Certificate of Insurance: This certificate is obtained from the Contractor's Insurance Company. One Original and two copies should be returned with contract (P-37). The amount of insurance should reflect the requested levels of the RFA.

2. Certificate of Authorization/Good Standing: This document may be obtained through the Secretary of State's Office located in the State House, 107 North Main Street, Concord, NH 03301, 603-271-3242. One Original and two copies should be returned with the contract (P-37).

3. Certificate of Authority/Existence: This is merely a notarized form on your company's letterhead stating the individual signing the contract is authorized to enter into contracts on behalf of the company. Make sure this form is notarized and that the person that signs this form is not the same person that signs the contract. Standard forms available upon request. One Original and two copies should be returned with the Contract (P-37).

NOTE: These forms are REQUIRED during contract signing.

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.

Contractor Initials: DS
Date: 16-Jun-23

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	Maxim Healthcare Staffing Services, Inc.
The State Agency Name	Name of the Contractor
Kimberly M MacKay	DocuSigned by: Shreeprada Aachar DC0FA0A98C8C47B...
Signature of Authorized Representative	Signature of Authorized Representative
Kimberly M MacKay	Shreeprada Aachar
Name of Authorized Representative	Name of Authorized Representative
Commandant	Assistant controller
Title of Authorized Representative	Title of Authorized Representative
June 21, 2023	16-Jun-23
Date	Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MAXIM HEALTHCARE STAFFING SERVICES, INC. is a Maryland Profit Corporation registered to transact business in New Hampshire on February 22, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **813579**

Certificate Number: **0006229643**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of May A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, **Carrie O'Brien**, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Maxim Healthcare Staffing Services, Inc.

2. The following is a true copy of signatory authority I have provided as a duly-appointed officer of Maxim Healthcare Staffing Services. As an Officer, signatory authority has been provided to the below listed individual to enter into contracts or agreements with the State of New Hampshire, and any of its agencies or departments as of **May 15th, 2023**.

Such that **Shreeprada Aachar, Assistant Controller**

is duly authorized on behalf of Maxim Healthcare Staffing Services, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 15-May-23

DocuSigned by:
Carrie V. O'Brien

Signature of Elected Officer
Name: **Carrie O'Brien**
Title: **Senior Vice President – General Counsel, Legal**

maxim
healthcare staffing
7227 Lee Deforest Drive
Columbia, MD 21046
Phone: 410-910-1500
Fax: 410-910-1675

Signatory Authority

The undersigned, as an officer of Maxim Healthcare Staffing Services, Inc., ("Maxim") and as authorized by the Board of Directors of Maxim, hereby authorizes Shreeprada Aachar, Assistant Controller for Maxim to sign the Agreement for the RFA-2024-NHH-01-TEMPO between the State of New Hampshire, Department of Health and Human Services and Maxim Healthcare Staffing Services, Inc., effective May 15th, 2023.

DATE: 15-May-23

DocuSigned by:
Carrie V. O'Brien
AABB45E833C1406...

Carrie O'Brien

Senior Vice President – General Counsel,

Legal

MAXIM HEALTHCARE STAFFING SERVICES, INC.

INFORMAL ACTION OF BOARD OF DIRECTORS IN LIEU OF SPECIAL MEETING

The undersigned, being all of the directors of MAXIM Healthcare Staffing Services, Inc., a Maryland corporation (the "Corporation"), pursuant to the provisions of Section 2-408(c) of the Maryland General Corporation Law, hereby adopt the following resolutions, in lieu of holding a special meeting of the Board of Directors of the Corporation:

WHEREAS, the Board of Directors desires to accept the resignation of Raymond Carbone as Treasurer, and Toni-Jean Lisa, Esq. as Secretary, effective January 1, 2022; and

WHEREAS, the Board has identified Scott Carter as qualified to hold the position of Treasurer of the Corporation, and Carrie O'Brien, Esq. as Secretary.

NOW, THEREFORE, be it hereby:

RESOLVED: that the Board of Directors hereby accepts the resignation of Raymond Carbone and Toni-Jean Lisa, Esq. from any all offices with and for the Corporation, effective January 1, 2022, and it is further;

RESOLVED: that, effective as of January 1, 2022, Scott Carter be, and he hereby is, appointed as Treasurer, and Carrie O'Brien, Esq. as Secretary, to serve until their respective successors shall have been appointed or until their earlier death or resignation or removal by the Board of Directors.

Executed as of January 1, 2022.

James C. Davis

Randall D. Sones

William Butz, Jr.

Executed as of January 1, 2022.

James C. Davis

Randall D. Sones

William Butz, Jr.

Executed as of January 1, 2022.

James C. Davis

Randall D. Sones

William Butz, Jr.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/20/2023

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
Altus Partners, Inc.
201 King of Prussia Road STE100
Radnor PA 19087

License#: 57081

CONTACT NAME:
PHONE (A/C, No, Ext): 610-526-9130 **FAX (A/C, No):** 610-526-2021
E-MAIL ADDRESS: coi@altuspartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds	
INSURER B : ACE American Insurance Company	22667
INSURER C : Indemnity Ins Co of N Am	43575
INSURER D : ACE Fire Underwriters Ins Co	20702
INSURER E :	
INSURER F :	

INSURED MAXIHEA-02
Maxim Healthcare Staffing Services Inc.
7227 Lee Deforest Drive
Columbia MD 21046

COVERAGES **CERTIFICATE NUMBER:** 1673146278 **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	X COMMERCIAL GENERAL LIABILITY			B0600HC2200107	11/30/2022	11/30/2023	EACH OCCURRENCE	$ 3,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X $3,000,000 SIR						MED EXP (Any one person)	$ 10,000
	X $5M SIR-Products						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			H10703219	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	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)	$
								$
A	X UMBRELLA LIAB ☐ OCCUR			B0600HC2200107	11/30/2022	11/30/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED ☐ RETENTION $							$
C B D B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		N / A	C70307248 (AOS) C70307285 (CA & MA) C70307169 (WI) C70307200 (OH & WA)	11/30/2022 11/30/2022 11/30/2022 11/30/2022	11/30/2023 11/30/2023 11/30/2023 11/30/2023	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						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
A	Professional Liability			B0600HC2200107	11/30/2022	11/30/2023	Per Claim/Agg $5,000,000 SIR	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate is issued as evidence of insurance per policy terms, conditions and exclusions.
Agent/Broker will endeavor to mail 30 days written notice to the certificate holder should any of the above described policies be cancelled before the expiration date.

CERTIFICATE HOLDER
New Hampshire Veterans Home
139 Winter St.
Tilton NH 03276

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

AUTHORIZED REPRESENTATIVE
Krista Dean

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Veterans Home		1.2 State Agency Address 139 Winter St Tilton NH, 03276	
1.3 Contractor Name 22nd Century Technologies Inc		1.4 Contractor Address 8251 Greensboro Drive, Suite 900 McLean, VA 22102	
1.5 Contractor Phone Number 888-998-7284	1.6 Account Unit and Class 010-53590000-500729	1.7 Completion Date 6/30/2026	1.8 Price Limitation 1,380,000
1.9 Contracting Officer for State Agency Kimberly M MacKay		1.10 State Agency Telephone Number 603-527-4400	
1.11 Contractor Signature Isha Sharma Date: 06/09/2023		1.12 Name and Title of Contractor Signatory Isha Sharma, Contracts manager	
1.13 State Agency Signature Kimberly M MacKay Date: 6/23/2023		1.14 Name and Title of State Agency Signatory Kimberly M MacKay, Commandant	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Louise D. Williams		On: June 30, 2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials IS
Date 06/09/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials AS

Date 06/09/2023

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials AS

Date 06/09/2023

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials AS

Date 06/09/2023

EXHIBIT A
Special Provisions

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

EXHIBIT B
SCOPE OF SERVICES

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

2. **Terms of Contract:**
A Contract awarded by the NH Veterans Home as a result of this RFA is expected to be effective for the period beginning July 1, 2023 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2026 with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commandant of the NH Veterans Home and the Governor and Executive Council.

3. **Location of Services:**
NH Veterans Home, 139 Winter Street, Tilton, NH 03276

4. **Not applicable.**

5. **Minimum Required Services:**

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

A. The Contractor shall secure temporary, contracted Registered Nurse (RN), Licensed Practical Nurse (LPN) Professionals, and Licensed Nursing Assistants (LNA) (Temporary Staff) to support the NHVH.

RN and LPN Position Requirements

RNs and LPNs must be qualified to perform duties that include but are not limited to:

- Conducting physical assessments, including psychiatric or admission assessments.
- Administering medication(s).
- Processing of physician orders.
- Monitoring vital signs.
- Testing blood glucose levels.
- Completing treatments.
- Conducting pain assessments.
- Changing dressings.
- Completing Management of the Milieu.
- Utilizing the electronic health record (EHR) of NHVH to obtain clinical information and to document patient care.
- Communicating both verbally and in writing to report related findings.
- Utilizes principles of infection control and universal precautions to foster resident treatment, recovery and/or prevention of infection.

LNA Position Requirements

LNAs must be qualified to perform duties that include but are not limited to:

- Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
- As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
- Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
- Reporting related findings through verbal and written communication to their shift supervisor.
- Provides for the needs of residents, such as cleanliness, nourishment, emotional comfort and activities such as sensory simulation as directed by a nurse.
- Provides basic nursing care taking vital signs and collecting specific specimens for routine laboratory examinations.
- Utilizes principles of infection control and universal precautions to foster resident treatment, recovery and/or prevention of infection.

B. The Contractor shall hire, maintain, and provide properly licensed Temporary Staff, and ensure the Nurse Professionals performing services under this Agreement possess: Valid licenses issued by the New Hampshire Board of Nursing.

C. CPR certification for RN and LPN positions, as required by state law.

D. Proof of pre-employment screening which includes but is not limited to:
A physical as applicable by state law which including TB testing.

E. Professional references.

F. Criminal background check(s) either a National Criminal Records Check or State of NH Release of Criminal Record Authorization Form based on previous employment and state designation under compact license. Attestation of applicant's fitness for duty shall be required prior to commencing any work. **Attestation** will ensure no convictions for the following crimes: A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to an adult; and felony for physical assault, battery, or a drug-related offense committed within the past five (5) years.

G. The Contractor shall conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check confidential results are returned directly to the NHVH Office of Human Resources.

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

- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Human Resources and designee of the NH Veterans Home;
- Individuals who have a founded abuse case on record with any State Bureau of Elderly and Adult Department

- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH history shall be reviewed by the Director of Human Resources and designee of the NH Veterans Home;
- Individuals with a history of drug diversion;
- Individuals who were former State of NH employee and/or former Contract employee that was dismissed for cause; and
- Individuals previously employed with the NH Veterans Home without prior approval of the NH Veterans Home.

I. Drug screening as applicable.

J. The Contractor shall ensure that the Nurse Professionals hired meet applicable laws, regulations, and/or accreditation standards to be presented to facility administration upon request.

K. The Contractor shall hire Temporary Staff who are capable of duties related to their license and NH Scope of Practice.

L. The Contractor shall ensure all Temporary Staff attend a minimum of sixteen (16) hours of NHVH orientation.

M. The Contractor shall attempt to accommodate staffing requests, for specific individual RNs and LPNs.

N. The Contractor shall be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed.

O. The Contractor shall pay all Temporary Staff wages, which includes payments of federal and state taxes.

P. The Contractor's Short-Term Temporary Staffing Services for each Nurse Professional must be a minimum of a thirteen (13) week period (Staffing Period), without a gap in delivered services for the Staffing Period unless otherwise mutually agreed upon.

Q. The Contractor shall provide replacement staffing for the remainder of the Staffing Period in the event a Temporary Staff is unable to fulfill the prescribed shift due to illness, injury or other unforeseen circumstance.

R. The Contractor shall provide alternative solutions, verbally and in writing, to New Hampshire Veterans Home who may, at its discretion, choose to accept the Vendor's alternative staffing solution, in the event the Vendor is unable to fulfill replacement staffing.

S. The Contractor shall notify Temporary Staff of supervision by a NHVH employed shift supervisor.

T. The Contractor shall accept immediate verbal and written notification from the NHVH of any staffing dismissal with or without cause, which provides reasonable detail the reason(s) for the dismissal, if applicable, which will result in compensation for all hours worked prior to dismissal.

U. The Contractor shall have the ability to receive notification from the NHVH of any unexpected incident known to involve a Temporary Staff including, but not limited to errors, safety hazards, or injury.

V. The NHVH shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.

W. Contractor shall comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.

6. Service Utilization:

Shift	Registered Nurse (RN)	Licensed Practical Nurse (LPN)
6:45AM - 3:15PM	0 Hours	0 Hours
3:00PM - 11:30PM	4,160 Hours	6,240 Hours
11:00PM - 7:00AM	2,080 Hours	2,080 Hours
Total Estimated Service Utilization	**6,240**	**8,320**

Shift	Licensed Nursing Assistant (LNA)
6:45AM - 3:15PM	0
3:00PM - 11:30PM	2080 Hours
11:00PM - 7:00AM	2080 Hours
Total Estimated Service Utilization	**4,160**

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

Table 1: Per Diem Rate Schedule for Registered Nurses (RNs)

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	$90.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	$91.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	$92.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	$92.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	$93.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	$94.00

Table 2: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs)

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$80.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$81.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$82.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$82.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$83.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	$84.00

Table 3: Per Diem Rate Schedule for Licensed Nursing Assistants (LNAs)

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$35.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$36.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$37.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$38.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$39.00

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

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

7.1. Weekday Day shifts shall begin at 6:45AM and end at 3:15PM on Monday, Tuesday, Wednesday, Thursday and Friday.

7.2. Weekday Evening shifts shall begin at 3:00PM and end at 11:30PM on Monday, Tuesday, Wednesday, Thursday and Friday.

7.3. Weekday Night shifts shall begin at 11:00PM on Monday, Tuesday, Wednesday, Thursday and Sunday and end at 7:00AM on Tuesday, Wednesday, Thursday, Friday and Monday.

7.4. Weekend Day shifts shall begin at 6:45AM and end at 3:15PM on Saturday and Sunday.

7.5. Weekend Evening shifts shall begin at 3:00PM and end at 11:30PM on Saturday and Sunday.

7.6. Weekend Night shifts shall begin at 11:00PM on Friday and Saturday and end at 7:00AM on Saturday and Sunday.

7.7. Observed Holidays shall follow the State of New Hampshire, Division of Personnel designated calendar Holidays.

7.8. Holidays that fall on a Weekend Day shall be observed on their prospective calendar date.

7.9. Columbus and Election Day shall not be considered as a State of New Hampshire Holiday.

7.10. No overtime rates shall be paid to the Contractor on behalf of their employee for employees working on State observed Holidays. The State shall expect the Contractor to manage the schedules of their employees so that no overtime is paid.

7.11. Holidays shall begin at midnight (12:00AM) or Eve on the calendar date of the Holiday and ends at midnight (11:59PM) on the same day. Reporting times remain as stated above.

7.12. Holiday billing services shall not be applied unless an assigned Temporary Nursing Professional actually works on the Day, Evening, or Eve (midnight) of the Holiday. Only hours worked on the actual calendar holiday are to be compensated.

8. **State of New Hampshire Observed Holidays (Calendar Year 2023):**

Holidays for Calendar Year 2023		
Holiday	**Day of Week**	**Date of Holiday**
New Year's Day	Monday	January 2, 2023
Martin Luther King Day/Civil Rights Day	Monday	January 16, 2023
President's Day	Monday	February 20, 2023
Memorial Day	Monday	May 29, 2023
Independence Day	Tuesday	July 4, 2023
Labor Day	Monday	September 4, 2023
Veterans' Day	Friday	November 10, 2023
Thanksgiving Day	Thursday	November 23, 20232
Day After Thanksgiving Day	Friday	November 24, 2023
Christmas Day	Monday	December 25, 2023

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

9. **General Service Provisions:**

- Notification of Required Services: The NHVH, Director of Resident Care Services, or designee shall contact the Contractor when service is required.
- Rules and Regulations: The Contractor agrees to comply with all policies, rules, and regulations of the NHVH.
- Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NHVH shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NHVH, or terminating the Contract.
- Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NHVH for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NHVH of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage repaid and addressed to the person designated by the Contractor under this paragraph.
- The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commandant of the NHVH receives notice of this change.
- Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NHVH, Business Administrator, 139 Winter Street, Tilton, NH 03276.

9.1 Contractor Liaison's Responsibilities:

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

9.1.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;

9.1.3. Receiving and responding to all inquiries and requests made by NHVH in the time frames and format specified by NHVH in this RFP and in the Contract and any renewals thereof; and

9.1.4. Meeting with representatives of NHVH on a periodic or as-needed basis to resolve issues which may arise.

9.2. NH Veterans Home Contract Liaison Responsibilities: The NH Veterans Business Administrator shall act as liaison between the Contractor and NH Veterans Home for the duration of the Contract and any renewals thereof. NH Veterans Home reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. Responsibilities of the NH Veterans Home representative are:

9.2.1. Representing the NH Veterans Home on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Veterans Home regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;

9.2.2. Monitoring compliance with the terms of the Contract;

9.2.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;

9.2.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and

9.2.5. Informing the Contractor of any discretionary action taken by NH Veterans Home pursuant to the provisions of the Contract.

9.3. Reporting Requirements: The NH Veterans Home shall, at its sole discretion:

9.3.1 Request the Contractor to provide proof of any and all permits, licenses/certifications to perform Temporary Staffing Services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;

9.3.2. Request the Contractor to provide any and all reports on an as needed basis according to a schedule and format to be determined by the NH Veterans Home; and

9.3.3. Reports and/or information requests shall be forwarded to NH Veterans Home, Business Administrator, 139 Winter St, Tilton, NH.

9.4. Performance Evaluation: NH Veterans Home shall, at its sole discretion:

9.4.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof; this shall include review of the required qualifications of Temporary Staff provided by the Contractor and compliance with the three (3) day business notice for planned staff requests and the one (1) day business notice for unplanned staff requests;

9.4.2. The Director of Resident Care Services and the Director of Administrative Services of the NH Veterans Home may meet with the Contractor at a minimum of four (4) times a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;

9.4.3. Request additional reports and/or reviews the NH Veterans Home deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;

9.4.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;

9.4.5. Terminate the Contract, if NH Veterans Home determines that the Contractor is:

9.4.5.1. Not in compliance with the terms of the Contract;

9.4.5.2. Has lost or has been notified of intention to lose their accreditation and/ or licensure;

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

9.4.5.4. Terminate the Contract as otherwise permitted by law.

10. Other Contract Provisions:

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

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

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

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

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

11. Bankruptcy or Insolvency Proceeding Notification:

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

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

12. Embodiment of the Contract:

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

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

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

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

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

13. Cancellation of Contract:

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

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

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

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

14. Contractor Transition:

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

15. Audit Requirement:

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

16. Additional Items/Locations:

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

17. Information:

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

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

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

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

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

18. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm. In addition, in accordance with RSA 9-F:1, http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH http://www.nh.gov/transparentnh/. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept

confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

19. Special Notes:

19.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.

19.2. The NH Veterans Home reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.

19.3. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

19.4. The NH Veterans Home shall not be held liable for finders, placement, advertising fees or any related hiring fees incurred by the Contractor.

19.5. The NH Veterans Home shall not be held liable for relocation expenses to include lodging, temporary housing or mileage fees as a condition of employment of the Contractor's staffing personnel for the duration or term of the Contract and any renewals thereof.

19.7. The NH Veterans Home shall not agree to liquidated damage provisions on behalf of the Contractor and/or employees represented by the Contractor. If the Contractor requires the NH Veterans Home staff signature validation of the Contractor's employees work schedule and/or time sheet, the Contractor shall recognize:

19.8.1. NH Veterans Home staff does not have contracting and payment authority.

EXHIBIT C
Budget & Method of Payment

Total Budget:	FY2024	FY2025	FY2026	Total
	$460,000	$460,000	$460,000	$1,380,000

20. Method of Payment:

20.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.

20.2. Original invoices shall be sent to the NHVH, Attn: Director of Resident Care Services, 139 Winter Street, Tilton, NH 03276 for approval.

20.3. Once approved, the original invoices shall be forwarded to the Department's Business Office for processing.

20.4. The NHVH may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NHVH shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NHVH and Contract Terms and Conditions.

20.5. The NHVH may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized and contain the following information:

20.5.1. Invoice date and number;

20.5.2 Facility name and associated Contractor account number (if applicable) representing facility name;

20.5.3. Quantity and number of hours per Temporary Nursing Professional and shift assignment for services rendered;

20.5.4. Itemized service/product total charge per service/product type; and

20.5.5. Attach itemized detailed time sheet for each Temporary Nursing Professional to monthly Contractor invoice.

20.6. Contractor errors resulting in service and/or product charge shall be at the expense of the Contractor to include:

4.6.1. Assignment of incorrect service type of Temporary Staffing Professional;

20.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

20.8. For billing purposes only, the billing period for weekday Day, Evening and Night shifts shall not include the one half hour (1/2) unpaid meal break.

20.12. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2024.

21. Appropriation of Funding

21.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.

21.1.1 In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NHVH the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.

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

ATTACHMENTS TO BE INCLUDED WITH CONTRACT

A. Sample Packet of Documents:

1. Certificate of Insurance: This certificate is obtained from the Contractor's Insurance Company. One Original and two copies should be returned with contract (P-37). The amount of insurance should reflect the requested levels of the RFA.

2. Certificate of Authorization/Good Standing: This document may be obtained through the Secretary of State's Office located in the State House, 107 North Main Street, Concord, NH 03301, 603-271-3242. One Original and two copies should be returned with the contract (P-37).

3. Certificate of Authority/Existence: This is merely a notarized form on your company's letterhead stating the individual signing the contract is authorized to enter into contracts on behalf of the company. Make sure this form is notarized and that the person that signs this form is not the same person that signs the contract. Standard forms available upon request. One Original and two copies should be returned with the Contract (P-37).

NOTE: These forms are REQUIRED during contract signing.

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.

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	22nd Century Technologies, Inc.
The State Agency Name	Name of the Contractor
Kimberly M MacKay	Isha Sharma
Signature of Authorized Representative	Signature of Authorized Representative
Kimberly M MacKay	Isha Sharma
Name of Authorized Representative	Name of Authorized Representative
Commandant	Contracts Manager
Title of Authorized Representative	Title of Authorized Representative
6/21/2023	06/09/2023
Date	Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 22ND CENTURY TECHNOLOGIES, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on November 02, 2011. 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: **661348**

Certificate Number: **0006237725**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of May A.D. 2023.

David M. Scanlan

Secretary of State

CORPORATE RESOLUTION

Be it resolved that the following named officers: -

a. Isha Sharma

be and are hereby authorized and empowered to sign and submit all necessary papers, letters, agreements, documents, writings, submissions etc. to be submitted by the company in connection with the contracts associated with 22nd Century Technologies, Inc. The acts done and documents shall be biding on the company, until the same is withdrawn by giving written notice thereof.

Specimen signatures of authorized signatories;

Name of Authorized Signatory	Designation	Specimen Signature
Isha Sharma	Contracts Manager	Isha

Certification: -

I Hereby certify that the above constitutes a true copy of resolution passed approved by the board of Directors at a meeting held on (10/31/2022).

CEO
Anil Sharma

State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 31st day of October 2022

My Commission expires July 31, 2023.

AFFIX SEAL HERE NOTARY PUBLIC

Anne Marie Eaton

Anne Marie Eaton
Notary Public
Reg #271897
Commonwealth of Virginia

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2023

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
Technology Insurance Associates
InsureYourCompany.com
225 Gordons Corner Road 2B
Manalapan NJ 07726

CONTACT NAME: Benjamin Levenson
PHONE (A/C, No, Ext): (888) 242-4675 FAX (A/C, No): (732) 862-1177
E-MAIL ADDRESS: Ben@insureyourcompany.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Atlantic Specialty Insurance Company	27154 A+
INSURER B :	United Wisconsin Insurance Company	29157 A
INSURER C :	Hartford Insurance	19682 A+
INSURER D :	Chubb -Federal Insurance Company	20281 A++
INSURER E :		
INSURER F :		

INSURED
22nd Century Technologies Inc
8251 Greensboro Drive
Suite 900
McLean VA 22102

COVERAGES **CERTIFICATE NUMBER:** 180391 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] CGL/Auto Deductible $2500 [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	711016584-0004	02/07/2023	02/07/2024	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
							Bus. Pers. Prop.	$	1,555,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	711016584-0004	02/07/2023	02/07/2024	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	50,000
							Deductible	$	1,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [X] DED [X] RETENTION $ 10,000	X	X	711016584-0004	02/07/2023	02/07/2024	EACH OCCURRENCE	$	12,000,000
							AGGREGATE	$	12,000,000
								$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC515-00750-023-SZ	06/01/2023	06/01/2024	[X] PER STATUTE [ ] 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	Professional Liability/E&O	X	X	760010565-0004	02/07/2023	02/07/2024	$10,000,000 Per Claim / $10,000,000 Aggregate		
C	3rd Party Fidelity Crime Bond	X	X	13TP0322385	02/07/2023	02/07/2024	$5,000,000 Each Occur / $5,000,000 Aggregate		
A	Cyber Liability	X	X	760010565-0004	02/07/2023	02/07/2024	$5,000,000 Each Occur / $5,000,000 Aggregate		
D	EPL-Employment Practices Liab.	X	X	8262-5617	11/18/2022	11/18/2023	$1,000,000 Each Occur / $1,000,000 Aggregate		

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

New Hampshire Veterans Home named as additional insured only if there is a written contract.

CERTIFICATE HOLDER
New Hampshire Veterans Home
139 Winter Street
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
Benjamin Levenson

FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Veterans Home		1.2 State Agency Address 139 Winter St Tilton NH, 03276	
1.3 Contractor Name Enterprise Solutions Inc		1.4 Contractor Address 700 East Diehl Rd, Suite 110 Napervill, IL 60563	
1.5 Contractor Phone Number 630-955-5986	1.6 Account Unit and Class 010-53590000-500729	1.7 Completion Date 6/30/2026	1.8 Price Limitation 1,380,000
1.9 Contracting Officer for State Agency Kimberly M MacKay		1.10 State Agency Telephone Number 603-527-4400	
1.11 Contractor Signature Seema Mishra Date: 06/09/2023		1.12 Name and Title of Contractor Signatory Seema Mishra, HR Manager	
1.13 State Agency Signature Kimberly M MacKay Date: 6/21/2023		1.14 Name and Title of State Agency Signatory Kimberly M MacKay, Commandant	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Louise D. Williams		On: June 30, 2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 6/12/23

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials

Date 5/12/23

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials

Date 6/12/23

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials

Date 6/2/25

EXHIBIT A
Special Provisions

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

EXHIBIT B
SCOPE OF SERVICES

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

2. **Terms of Contract:**
A Contract awarded by the NH Veterans Home as a result of this RFA is expected to be effective for the period beginning July 1, 2023 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2026 with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commandant of the NH Veterans Home and the Governor and Executive Council.

3. **Location of Services:**
NH Veterans Home, 139 Winter Street, Tilton, NH 03276

4. **Not applicable.**

5. **Minimum Required Services:**

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

A. The Contractor shall secure temporary, contracted Registered Nurse (RN), Licensed Practical Nurse (LPN) Professionals, and Licensed Nursing Assistants (LNA) (Temporary Staff) to support the NHVH.

RN and LPN Position Requirements

RNs and LPNs must be qualified to perform duties that include but are not limited to:

- Conducting physical assessments, including psychiatric or admission assessments.
- Administering medication(s).
- Processing of physician orders.
- Monitoring vital signs.
- Testing blood glucose levels.
- Completing treatments.
- Conducting pain assessments.
- Changing dressings.
- Completing Management of the Milieu.
- Utilizing the electronic health record (EHR) of NHVH to obtain clinical information and to document patient care.
- Communicating both verbally and in writing to report related findings.
- Utilizes principles of infection control and universal precautions to foster resident treatment, recovery and/or prevention of infection.

LNA Position Requirements

LNAs must be qualified to perform duties that include but are not limited to:

- Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
- As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
- Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
- Reporting related findings through verbal and written communication to their shift supervisor.
- Provides for the needs of residents, such as cleanliness, nourishment, emotional comfort and activities such as sensory simulation as directed by a nurse.
- Provides basic nursing care taking vital signs and collecting specific specimens for routine laboratory examinations.
- Utilizes principles of infection control and universal precautions to foster resident treatment, recovery and/or prevention of infection.

B. The Contractor shall hire, maintain, and provide properly licensed Temporary Staff, and ensure the Nurse Professionals performing services under this Agreement possess: Valid licenses issued by the New Hampshire Board of Nursing.

C. CPR certification for RN and LPN positions, as required by state law.

D. Proof of pre-employment screening which includes but is not limited to:
A physical as applicable by state law which including TB testing.

E. Professional references.

F. Criminal background check(s) either a National Criminal Records Check or State of NH Release of Criminal Record Authorization Form based on previous employment and state designation under compact license. Attestation of applicant's fitness for duty shall be required prior to commencing any work. **Attestation** will ensure no convictions for the following crimes: A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to an adult; and felony for physical assault, battery, or a drug-related offense committed within the past five (5) years.

G. The Contractor shall conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check confidential results are returned directly to the NHVH Office of Human Resources.

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

- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Human Resources and designee of the NH Veterans Home;
- Individuals who have a founded abuse case on record with any State Bureau of Elderly and Adult Department

- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH history shall be reviewed by the Director of Human Resources and designee of the NH Veterans Home;
- Individuals with a history of drug diversion;
- Individuals who were former State of NH employee and/or former Contract employee that was dismissed for cause; and
- Individuals previously employed with the NH Veterans Home without prior approval of the NH Veterans Home.

I. Drug screening as applicable.

J. The Contractor shall ensure that the Nurse Professionals hired meet applicable laws, regulations, and/or accreditation standards to be presented to facility administration upon request.

K. The Contractor shall hire Temporary Staff who are capable of duties related to their license and NH Scope of Practice.

L. The Contractor shall ensure all Temporary Staff attend a minimum of sixteen (16) hours of NHVH orientation.

M. The Contractor shall attempt to accommodate staffing requests, for specific individual RNs and LPNs.

N. The Contractor shall be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed.

O. The Contractor shall pay all Temporary Staff wages, which includes payments of federal and state taxes.

P. The Contractor's Short-Term Temporary Staffing Services for each Nurse Professional must be a minimum of a thirteen (13) week period (Staffing Period), without a gap in delivered services for the Staffing Period unless otherwise mutually agreed upon.

Q. The Contractor shall provide replacement staffing for the remainder of the Staffing Period in the event a Temporary Staff is unable to fulfill the prescribed shift due to illness, injury or other unforeseen circumstance.

R. The Contractor shall provide alternative solutions, verbally and in writing, to New Hampshire Veterans Home who may, at its discretion, choose to accept the Vendor's alternative staffing solution, in the event the Vendor is unable to fulfill replacement staffing.

S. The Contractor shall notify Temporary Staff of supervision by a NHVH employed shift supervisor.

T. The Contractor shall accept immediate verbal and written notification from the NHVH of any staffing dismissal with or without cause, which provides reasonable detail the reason(s) for the dismissal, if applicable, which will result in compensation for all hours worked prior to dismissal.

U. The Contractor shall have the ability to receive notification from the NHVH of any unexpected incident known to involve a Temporary Staff including, but not limited to errors, safety hazards, or injury.

V. The NHVH shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.

W. Contractor shall comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.

6. **Service Utilization:**

Shift	Registered Nurse (RN)	Licensed Practical Nurse (LPN)
6:45AM - 3:15PM	0 Hours	0 Hours
3:00PM - 11:30PM	4,160 Hours	6,240 Hours
11:00PM - 7:00AM	2,080 Hours	2,080 Hours
Total Estimated Service Utilization	6,240	8,320

Shift	Licensed Nursing Assistant (LNA)
6:45AM - 3:15PM	0
3:00PM - 11:30PM	2080 Hours
11:00PM - 7:00AM	2080 Hours
Total Estimated Service Utilization	4,160

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

Table 1: Per Diem Rate Schedule for Registered Nurses (RNs)

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	$90.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	$91.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	$92.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	$92.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	$93.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	$94.00

Table 2: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs)

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$80.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$81.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$82.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$82.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$83.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	$84.00

Table 3: Per Diem Rate Schedule for Licensed Nursing Assistants (LNAs)

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$35.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$36.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$37.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$38.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$39.00

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

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

7.1. Weekday Day shifts shall begin at 6:45AM and end at 3:15PM on Monday, Tuesday, Wednesday, Thursday and Friday.

7.2. Weekday Evening shifts shall begin at 3:00PM and end at 11:30PM on Monday, Tuesday, Wednesday, Thursday and Friday.

7.3. Weekday Night shifts shall begin at 11:00PM on Monday, Tuesday, Wednesday, Thursday and Sunday and end at 7:00AM on Tuesday, Wednesday, Thursday, Friday and Monday.

7.4. Weekend Day shifts shall begin at 6:45AM and end at 3:15PM on Saturday and Sunday.

7.5. Weekend Evening shifts shall begin at 3:00PM and end at 11:30PM on Saturday and Sunday.

7.6. Weekend Night shifts shall begin at 11:00PM on Friday and Saturday and end at 7:00AM on Saturday and Sunday.

7.7. Observed Holidays shall follow the State of New Hampshire, Division of Personnel designated calendar Holidays.

7.8. Holidays that fall on a Weekend Day shall be observed on their prospective calendar date.

7.9. Columbus and Election Day shall not be considered as a State of New Hampshire Holiday.

7.10. No overtime rates shall be paid to the Contractor on behalf of their employee for employees working on State observed Holidays. The State shall expect the Contractor to manage the schedules of their employees so that no overtime is paid.

7.11. Holidays shall begin at midnight (12:00AM) or Eve on the calendar date of the Holiday and ends at midnight (11:59PM) on the same day. Reporting times remain as stated above.

7.12. Holiday billing services shall not be applied unless an assigned Temporary Nursing Professional actually works on the Day, Evening, or Eve (midnight) of the Holiday. Only hours worked on the actual calendar holiday are to be compensated.

8. State of New Hampshire Observed Holidays (Calendar Year 2023):

Holidays for Calendar Year 2023		
Holiday	Day of Week	Date of Holiday
New Year's Day	Monday	January 2, 2023
Martin Luther King Day/Civil Rights Day	Monday	January 16, 2023
President's Day	Monday	February 20, 2023
Memorial Day	Monday	May 29, 2023
Independence Day	Tuesday	July 4, 2023
Labor Day	Monday	September 4, 2023
Veterans' Day	Friday	November 10, 2023
Thanksgiving Day	Thursday	November 23, 20232
Day After Thanksgiving Day	Friday	November 24, 2023
Christmas Day	Monday	December 25, 2023

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

9. General Service Provisions:

- Notification of Required Services: The NHVH, Director of Resident Care Services, or designee shall contact the Contractor when service is required.
- Rules and Regulations: The Contractor agrees to comply with all policies, rules, and regulations of the NHVH.
- Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NHVH shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NHVH, or terminating the Contract.
- Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NHVH for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NHVH of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage repaid and addressed to the person designated by the Contractor under this paragraph.
- The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commandant of the NHVH receives notice of this change.
- Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NHVH, Business Administrator, 139 Winter Street, Tilton, NH 03276.

9.1 Contractor Liaison's Responsibilities:

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

9.1.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;

9.1.3. Receiving and responding to all inquiries and requests made by NHVH in the time frames and format specified by NHVH in this RFP and in the Contract and any renewals thereof; and

9.1.4. Meeting with representatives of NHVH on a periodic or as-needed basis to resolve issues which may arise.

9.2. NH Veterans Home Contract Liaison Responsibilities: The NH Veterans Business Administrator shall act as liaison between the Contractor and NH Veterans Home for the duration of the Contract and any renewals thereof. NH Veterans Home reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. Responsibilities of the NH Veterans Home representative are:

9.2.1. Representing the NH Veterans Home on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Veterans Home regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;

9.2.2. Monitoring compliance with the terms of the Contract;

9.2.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;

9.2.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and

9.2.5. Informing the Contractor of any discretionary action taken by NH Veterans Home pursuant to the provisions of the Contract.

9.3. Reporting Requirements: The NH Veterans Home shall, at its sole discretion:

9.3.1 Request the Contractor to provide proof of any and all permits, licenses/certifications to perform Temporary Staffing Services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;

9.3.2. Request the Contractor to provide any and all reports on an as needed basis according to a schedule and format to be determined by the NH Veterans Home; and

9.3.3. Reports and/or information requests shall be forwarded to NH Veterans Home, Business Administrator, 139 Winter St, Tilton, NH.

9.4. Performance Evaluation: NH Veterans Home shall, at its sole discretion:

9.4.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof; this shall include review of the required qualifications of Temporary Staff provided by the Contractor and compliance with the three (3) day business notice for planned staff requests and the one (1) day business notice for unplanned staff requests;

9.4.2. The Director of Resident Care Services and the Director of Administrative Services of the NH Veterans Home may meet with the Contractor at a minimum of four (4) times a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;

9.4.3. Request additional reports and/or reviews the NH Veterans Home deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;

9.4.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;

9.4.5. Terminate the Contract, if NH Veterans Home determines that the Contractor is:

9.4.5.1. Not in compliance with the terms of the Contract;

9.4.5.2. Has lost or has been notified of intention to lose their accreditation and/or licensure;

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

9.4.5.4. Terminate the Contract as otherwise permitted by law.

10. Other Contract Provisions:

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

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

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

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

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

11. Bankruptcy or Insolvency Proceeding Notification:

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

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

12. Embodiment of the Contract:

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

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

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

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

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

13. Cancellation of Contract:

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

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

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

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

14. Contractor Transition:

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

15. Audit Requirement:

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

16. Additional Items/Locations:

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

17. Information:

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

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

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

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

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

18. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm. In addition, in accordance with RSA 9-F:1, http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH http://www.nh.gov/transparentnh/. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept

confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

19. Special Notes:

19.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.

19.2. The NH Veterans Home reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.

19.3. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

19.4. The NH Veterans Home shall not be held liable for finders, placement, advertising fees or any related hiring fees incurred by the Contractor.

19.5. The NH Veterans Home shall not be held liable for relocation expenses to include lodging, temporary housing or mileage fees as a condition of employment of the Contractor's staffing personnel for the duration or term of the Contract and any renewals thereof.

19.7. The NH Veterans Home shall not agree to liquidated damage provisions on behalf of the Contractor and/or employees represented by the Contractor. If the Contractor requires the NH Veterans Home staff signature validation of the Contractor's employees work schedule and/or time sheet, the Contractor shall recognize:

19.8.1. NH Veterans Home staff does not have contracting and payment authority.

EXHIBIT C
Budget & Method of Payment

Total Budget:	FY2024	FY2025	FY2026	Total
	$460,000	$460,000	$460,000	$1,380,000

20. Method of Payment:

20.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.

20.2. Original invoices shall be sent to the NHVH, Attn: Director of Resident Care Services, 139 Winter Street, Tilton, NH 03276 for approval.

20.3. Once approved, the original invoices shall be forwarded to the Department's Business Office for processing.

20.4. The NHVH may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NHVH shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NHVH and Contract Terms and Conditions.

20.5. The NHVH may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized and contain the following information:

20.5.1. Invoice date and number;

20.5.2 Facility name and associated Contractor account number (if applicable) representing facility name;

20.5.3. Quantity and number of hours per Temporary Nursing Professional and shift assignment for services rendered;

20.5.4. Itemized service/product total charge per service/product type; and

20.5.5. Attach itemized detailed time sheet for each Temporary Nursing Professional to monthly Contractor invoice.

20.6. Contractor errors resulting in service and/or product charge shall be at the expense of the Contractor to include:

4.6.1. Assignment of incorrect service type of Temporary Staffing Professional;

20.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

20.8. For billing purposes only, the billing period for weekday Day, Evening and Night shifts shall not include the one half hour (1/2) unpaid meal break.

20.12. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2024.

21. Appropriation of Funding

21.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.

21.1.1 In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NHVH the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.

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

ATTACHMENTS TO BE INCLUDED WITH CONTRACT

A. Sample Packet of Documents:

1. Certificate of Insurance: This certificate is obtained from the Contractor's Insurance Company. One Original and two copies should be returned with contract (P-37). The amount of insurance should reflect the requested levels of the RFA.

2. Certificate of Authorization/Good Standing: This document may be obtained through the Secretary of State's Office located in the State House, 107 North Main Street, Concord, NH 03301, 603-271-3242. One Original and two copies should be returned with the contract (P-37).

3. Certificate of Authority/Existence: This is merely a notarized form on your company's letterhead stating the individual signing the contract is authorized to enter into contracts on behalf of the company. Make sure this form is notarized and that the person that signs this form is not the same person that signs the contract. Standard forms available upon request. One Original and two copies should be returned with the Contract (P-37).

NOTE: These forms are REQUIRED during contract signing.

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.

Contractor Initials: [signature]
Date: 6/12/23

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 I, 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.

Contractor Initials: [signature]

Date: 6/12/23

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	Enterprise Solutions Inc. DBA Enterprise Global Solutions
The State Agency Name	Name of the Contractor
Kimberly M MacKay	Seema Mishra
Signature of Authorized Representative	Signature of Authorized Representative
Kimberly M MacKay	Seema Mishra
Name of Authorized Representative	Name of Authorized Representative
Commandant	HR Manager
Title of Authorized Representative	Title of Authorized Representative
6/23/2023	06/09/2023
Date	Date

Contractor Initials: SM

Date: 6/12/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ENTERPRISE SOLUTIONS, INC. is a California Profit Corporation registered to do business in New Hampshire as ENTERPRISE GLOBAL SOLUTIONS on May 11, 2023. 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: **931750**

Certificate Number: **0006238566**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of May A.D. 2023.

David M. Scanlan

Secretary of State

ENTERPRISE SOLUTIONS, INC.
700 East Diehl Road, Suite # 110
Naperville, IL 60563
Tel: 630-955-5986
Fax: 630-955-5990

CERTIFICATE OF AUTHORITY/EXISTENCE

Submitted To:
New Hampshire Veterans Home
139 Winter St.
Tilton, NH 03276

Date: 06/09/2023

AUTHORIZATION STATEMENT

I, **Umesh Ghai** *(President-Enterprise solutions Inc. DBA Enterprise Global Solutions)* authorize **Seema Mishra** *(Human Resource Manager - Enterprise solutions Inc. DBA Enterprise Global Solutions)* to enter into contracts on the behalf of **Enterprise solutions Inc. DBA Enterprise Global Solutions.**

The below mentioned are contact details of Authorized Person:

Name	Seema Mishra
Title	Human Resource Manager
Phone	16304632955
Email	seema@enterprisesolutioninc.com

Thankyou,

Umesh Ghai
President
Address: *700 East Diehl Rd, Suite 110, Naperville, IL 60563*
E-mail- bob@enterprisesolutioninc.com
Phone: *408-836-5561*
Enterprise Solutions, Inc. DBA Enterprise Global Solutions

Official Seal
Reilly D Gillette
Notary Public State of Illinois
My Commission Expires 07/15/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2023

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	CONTACT NAME: Don Beemer
TechServe Alliance Services Corp. 1420 King Street, Suite 610 Alexandria, VA 22314 www.techservealliance.org	PHONE (A/C, No, Ext): 703-997-4271 FAX (A/C, No): 703-260-1000 E-MAIL ADDRESS: beemer@techservealliance.org

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Enterprise Solutions Inc. dba Enterprise Global Solutions 700 E Diehl Rd Ste 110 Naperville IL 60563	INSURER A: Massachusetts Bay Insurance Company	22306
	INSURER B: The Hanover Insurance Company	22292
	INSURER C: Allmerica Financial Benefit Insurance Co	41840
	INSURER D: Travelers Casualty and Surety Co America	31194
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 74586702** **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	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☑ LOC ☐ OTHER:			ZDR-H029587	9/30/2022	9/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY			ZDR-H029587	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☑ RETENTION $ 0			UHR-H029607	9/30/2022	9/30/2023	EACH OCCURRENCE AGGREGATE $	$ 15,000,000 $ 15,000,000 $
	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					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability/E&O			LHR-H029617	9/30/2022	9/30/2023	$10,000,000 Ea Occ/$10,000,000 Agg	
B	Network & Information (Cyber)			LHR-H029617	9/30/2022	9/30/2023	$10,000,000 Ea Occ/$10,000,000 Agg	
D	Crime - 3rd Party Blanket			107671582	7/18/2022	7/18/2023	$5,000,000	
D	Employment Practices Liability			107671582	7/18/2022	7/18/2023	$2,000,000	

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

Certificate Holder is Additional Insured if required by written contract, and according to the policy language, provisions and exclusions.

CERTIFICATE HOLDER

New Hampshire Veterans Home
139 Winter St
Tilton NH 03276

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark B. Roberts

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2023

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 Technology Insurance Associates InsureYourCompany.com 225 Gordons Corner Road 2B Manalapan NJ 07726	**CONTACT NAME:** Benjamin Levenson **PHONE (A/C, No, Ext):** (888) 242-4675 **FAX (A/C, No):** (732) 862-1177 **E-MAIL ADDRESS:** Ben@insureyourcompany.com
INSURED Enterprise Solutions Inc. d/b/a Enterprise Global Solutions Inc. 700 E. Diehl Rd. Suite 110 Naperville IL 60563	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Medical Protective Company — 11843 A++ **INSURER B:** Wesco Insurance Company — 52524 A- **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 180027 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR			V33472	03/27/2023	03/27/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY [ ] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE						EACH OCCURRENCE	$
							AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WWC3649063	04/01/2023	04/01/2024	[X] PER STATUTE [ ] 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	Medical Malpractice-E&O	X	X	V33472	03/27/2023	03/27/2024	$1,000,000 Occurence / $3,000,000 Aggregate	
A	Sexual Molestation/Assault	X	X	V33472	03/27/2023	03/27/2024	$25,000 Occurrence / $25,000 Aggregate	

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

Certificate holder named as additional insured only if there is a written contract.

CERTIFICATE HOLDER

New Hampshire Veterans Home
139 Winter Street
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

Benjamin Levenson