LINDA LINGLE
GOVERNOR

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
919 Ala Moana Boulevard, 4th Floor
Honolulu, Hawaii 96814

CLAYTON A. FRANK
DIRECTOR

DAVID F. FESTERLING
Deputy Director
Administration

TOMMY JOHNSON
Deputy Director
Corrections

JAMES L. PROPOTNICK
Deputy Director
Law Enforcement

No. _____

November 7, 2007

Mr. Kerry Kopp
ALTRES Staffing, Inc.
967 Kapiolani Boulevard
Honolulu, Hawaii 96814

Dear Mr. Kopp:

SUBJECT: REVISED NOTICE TO PROCEED
Contract No. PSD 07-HCD-24-**B**
Request for Proposals No. PSD 07-HCD-24
Nursing Services, Statewide
Contract Period: October 14, 2007 to October 13, 2008

Your copy of the fully-executed contract is enclosed. The official commencement date specified in correspondence dated September 26, 2007, is amended to October 14, 2007, for a twelve month period up to and including October 13, 2008.

Unless terminated, the contract may be extended for not more than four (4) additional twelve-month periods or parts thereof, without re-bidding and upon mutual agreement in writing prior to expiration.

Please include the contract number (PSD 07-HCD-24-B) on all invoices and correspondence to facilitate the payment and review process.

As a reminder, a Tax Clearance Certificate not over two (2) months old, with an original green certified copy stamp, must accompany the invoices for final payment on the contract.

Should you have any questions, please contact Mr. Marc Yamamoto of our Purchasing and Contracts Staff by telephone at (808) 587-1215 or by e-mail at marc.s.yamamoto@hawaii.gov.

Sincerely,

May Kawawaki Price
Business Management Officer

Enclosure

C: David Festerling, Deputy Director for Administration
Tommy Johnson, Deputy Director for Corrections
Damianna Tavares, Health Care Division Administrator

CONTRACT NO. PSD 07-HCD-24-B

STATE OF HAWAI'I
CONTRACT FOR HEALTH AND HUMAN SERVICES
COMPETITIVE PURCHASE OF SERVICES

This Contract, executed on the respective dates indicated below, is effective as of November 6, 20 07, between the Department of Public Safety,
(Name of state department, agency, board or commission)

State of Hawai'i ("STATE"), by its ~~Interim~~ Director
(Title of person signing for the STATE)

whose address is:

919 Ala Moana Boulevard, Room 400, Honolulu, Hawaii 96814

and ALTRES Staffing, Inc.,
(Name of PROVIDER)

("PROVIDER"), a Corporation,
(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii whose business street address and taxpayer identification numbers are as follows:

Business street address:

967 Kapiolani Boulevard, Honolulu, Hawaii 96814

Mailing address if different than business street address:

Federal employer identification number: [redacted]

Hawai'i general excise tax number: W[redacted]

RECITALS

A. This Contract is for a competitive purchase of services (a "Competitive POS"), as defined in section 103F-402, Hawai'i Revised Statutes ("HRS"), and Hawai'i Administrative Rules ("HAR") chapter 3-143.

B. The STATE needs the health and human services described in this Contract and its attachments ("Required Services") and the PROVIDER agrees to provide the Required Services.

C. Money is available to fund this Contract pursuant to:

(1) Act 213, SLH 2007 (*Identify state sources*), in the amount of each purchase order issued against this contract (*state funding*), or

(2) _____ (*Identify federal sources*), in the amount of _____ (*federal funding*), or both.

D. The STATE is authorized to enter into this Contract pursuant to:

Chapter 353 C-2, HRS

(Legal authority for Contract)

E. The undersigned representative of the PROVIDER represents, and the STATE relies upon such representation, that he or she has authority to sign this Contract by virtue of (check any or all that apply):

☑ corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;

☐ corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;

☐ the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;

☐ other evidence of authority to sign:

_____.

F. The PROVIDER has provided a "Certificate of Insurance" to the STATE that shows to the satisfaction of the STATE that the PROVIDER has obtained liability insurance which complies with paragraph 1.4 of the General Conditions of this Contract and with any Special Conditions of this Contract.

G. The PROVIDER produced, and the STATE inspected, a tax clearance certificate as required by section 103-53, HRS.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the PROVIDER agree as follows:

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, provide the Required Services set forth in Attachment "1" to this Contract, which is hereby made a part of this Contract, and the Request for Proposals ("RFP"), and the PROVIDER's Proposal, which are incorporated in this Contract by reference. In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control.

2. Time of Performance. The PROVIDER shall provide the Required Services from October 1, 2007, to September 30, 2008, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated in a total amount for all required services not to exceed:

the authorized actual number of hours per month at the appropriate quoted unit bid price for Registered Nurses or Licensed Practical Nurses. Refer to Attachment 3.

DOLLARS ($_____), which amount includes all fees and costs incurred and any federal, state and local taxes, at the time and manner set forth in Attachment "3" to this Contract, which is hereby made a part of this Contract.

4. Certificate of Exemption from Civil Service. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

6. General and Special Conditions. The General Conditions for Health and Human Services Contracts ("General Conditions") and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Notices. Any written notice required to be given by any party under this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the STATE shall be sent to:

Department of Public Safety, Planning, Programming, and Budget Office—Purchasing and Contracts Section, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

Notice to the PROVIDER shall be sent to the mailing address as indicated on page 1. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the STATE in writing of any change of address.

CONTRACT NO. _____

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures below.

STATE

By _____
(Signature)

Print Name Clayton A. Frank

Print Title ~~Interim~~ Director

Date 11/06/07

CORPORATE SEAL
(if available)

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

PROVIDER

By _____
(Signature)

Print Name Kerry Kopp

Print Title President

Date 10-12-07

APPROVED AS TO FORM:

_____
Deputy Attorney General

Written Consent of the
Directors in Lieu of a Meeting
of the Directors of
ALTRES Staffing, Inc.

The undersigned, being all of the Directors of ALTRES Staffing, Inc., a Hawaii corporation (the "Corporation") who are duty entitled to vote upon the resolution herein do hereby consent, pursuant to Section 415-212, Hawaii Revised Statutes, that when the Directors have signed this Consent, the following resolutions shall be deemed to be adopted to the same extent and to have the same force and effect as if adopted at a formal meeting of such Directors, duly called and held for the purpose of acting upon proposals to adopt such resolutions:

Authorized Signatures

RESOLVED, Kerry Kopp is hereby authorized to sign all checks in payment of approved invoices or advances in accordance with accounting policies and procedures with no limitations on dollar amount.

RESOLVED, Kerry Kopp is hereby authorized to sign all documents that bind ALTRES Staffing, Inc. in any form of contractual obligations.

RESOLVED, Barron Guss is hereby authorized to sign all checks in payment of approved invoices or advances in accordance with accounting policies and procedures with no limitations on dollar amount.

RESOLVED, Barron Guss is hereby authorized to sign all documents that bind ALTRES Staffing, Inc. in any form of contractual obligations.

APPROVED:

Kerry A. Kopp, Director — Date: February 14, 2007

Barron L. Guss, Director — Date: February 14, 2007

Jeff Old, Director — Date: February 14, 2007

CONTRACT NO. _____

PROVIDER'S ACKNOWLEDGMENT

STATE OF Hawaii)
City &) SS.
COUNTY OF Honolulu)

On this 18th day of October, 2007, before me appeared Kerry Kopp and _____, to me known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the President and _____ of ALTRES Staffing Inc. DBA ALTRES Medical the PROVIDER named in the forgoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument as the free act and deed of the PROVIDER.

By _____
(Signature)
Print Name Leslie M. O'Boyle
Date 11/18/07
Notary Public, State of Hawaii
My commission expires: 11/07

(Notary Seal)

AG Form 103F (9/06)
Competitive

CONTRACT NO. _____

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development [1].

Pursuant to a delegation of the authority by the Director of Human Resources Development, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes (HRS).

Clayton A. Frank 11/06/07

(*Signature*) (Date)

Clayton A. Frank

(*Print Name*)

~~Interim~~ Director

(*Print Title*)

[1]This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file. **NOTE:** Authority to certify exemptions under §§76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

2. By the Director of Human Resources Development, State of Hawai'i.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes (HRS).

_____ _____

(*Signature*) (*Date*)

_____

(*Print Name*)

_____

(*Print Title, if designee of the Director of DHRD*)

CONTRACT NO. _____

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty percent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:
ALTRES Staffing, Inc.
(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☒ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).

2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).

3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14(d), HRS).

4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations

* Reminder to agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of $10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By Kerry Kopp
(Signature)

Print Name Kerry Kopp

Print Title President

Date 10-17-07

CONTRACT NO. _____

Attachment 1

SCOPE OF SERVICES

ALTRES Staffing, Inc. shall be the SECOND of four providers under contract by the Department of Public Safety to furnish temporary and long term Licensed Practical Nurses (LPN) and Registered Nurses (RN) when the need for nursing services under this contract is required by any of the following Department of Public Safety correctional facilities:

a. Oahu
- Halawa Correctional Facility (HCF)
  99-902 Moanalua Hwy.
  Aiea, HI 96701 Telephone (808) 484-7292
- Oahu Community Correctional Center (OCCC)
  2199 Kamehameha Hwy.
  Honolulu, HI 96819 Telephone (808) 832-1682
- Women's Community Correctional Center (WCCC)
  42-477 Kalanianaole Hwy.
  Kailua, HI 96734 Telephone (808) 266-9697
- Waiawa Correctional Facility (WCF)
  P. O. Box 1839
  Pearl City, HI 96782 Telephone (808) 677-6160

b. Hawaii
- Kulani Correctional Facility (KCF)
  HC 1, Stainback Hwy.
  Hilo, HI 96720 Telephone: (808) 935-2280
- Hawaii Community Correctional Facility (HCCC)
  60 Punahele St.
  Hilo, HI 96720 Telephone: (808) 933-0428

c. Maui
- Maui Community Correctional Center (MCCC)
  600 Waiale Dr.
  Wailuku, HI 96720 Telephone: (808) 243-5864

d. Kauai
- Kauai Community Correctional Center (KCCC)
  5350 Kuhio Hwy
  Lihue, Hi 96766 Telephone: (808) 241-3062

A long-term hire shall fill a vacant position for a period of three to six months, minimum. A temporary hire shall fill a critical shift and is vacant due to vacation status or illness of a State employee.

CONTRACT NO. _____

Attachment 1

SCOPE OF SERVICES

When the need for nursing services under this contract is determined by a facility, the facility's health care administrator or nursing representative shall place an oral request via telephone with Service Provider No. 1. The request shall include all necessary information pertaining to the assignment of the nurse during the request period including the type of nurse required and the dates and shifts which the nurse is required to work.

Service Provider No. 1 shall confirm whether or not the request for services can be filled and shall follow up with the requesting facility nurse manager or team leader. If Service Provider No. 1 is unable to provide the required LPN/RN, the requesting facility shall contact Service Provider No. 2. If Service Provider No. 2 cannot fill the request, then Service Provider No. 3 will be contacted and so on. If none of the service providers can fill the request, the requesting facility reserves the right to obtain the required services from other available sources in the open market.

The service provider for temporary hire positions shall provide the requesting facility with an immediate answer as to whether or not they can fill the request within two (2) hours after the request is received. The service provider for long term hours shall have forty-eight (48) hours to confirm whether or not they are able to fill the request within a period of two (2) weeks from the time the request is made.

Two categories of services shall be required of each vendor under this contract. The first is a long-term hire to fill a vacant position for a period of three to six months, minimum. The second category is a temporary hire to fill a critical shift and is vacant due to vacation status or illness of a State employee.

Regular time is considered an eight (8) hour or 10 (10) hour day depending on the work shift of the facility, forty (40) hours per week regardless of the shift. Overtime is considered after the nurse has worked forty (40) hours per week within the PSD correctional system and is reimbursed at time and a half regardless of whether the nurse works at one facility or a combination of facilities. The nurse shall not qualify for overtime if the forty (40) hours is accumulated as a result of being referred by more than one service provider for that workweek or if the 40 hours is accumulated through a combination of PSD corrections and non- PSD corrections assignments

Pay for other than regular pay shall be allowed for holidays. Holidays under this contract are limited to the holidays listed below. If a facility requests service provider's nurse to work on a recognized holiday between 12:01 a.m. and 11:59 p.m., the holiday rate applies whether or not the nurse has worked forty (40) hours in that workweek.

The following days of each year are established as holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Attachment 1

SCOPE OF SERVICES

1. Nurse Responsibility and Duties

a. General

While providing patient care services at any of the correctional facilities listed herein, each nurse shall comply with all provisions of the licensing laws under which he/she is licensed, with regulations promulgated thereunder, and each shall comply with all nursing policies and procedures adopted by the facilities to protect the health and welfare of its patients.

Guidelines under which the nurses will be required to work are the guidelines that are the well-established departmental policy, provider orders, memoranda, directives, nurse protocols, and Health Care Division and Branch Policies and Procedures. The nurse shall use his/her judgment in selecting a course of action when any one of several could be appropriate, e.g., a patient's change in condition may warrant either continual intensive observation, informing charge nurse, calling a physician, or initiating preplanned emergency treatment.

Orientation. It shall be the responsibility of the correctional facility to orient RNs and LPNs to the facilities and acquaint them with the correctional nursing policies as may be necessary for performance of their duties. The Department of Public Safety agrees to provide a minimum of sixteen (16) hours of unpaid orientation time to all new assignees to the assigned correctional facility. Depending on which of the facilities the RN or LPN had been previously oriented, there may be an additional eight (8) hours of unpaid orientation required. Orientation includes, but is not limited to (1) blood borne pathogens, (2) standard precautions, (3) tuberculosis, (4) infection control practice, (5) fire safety, electrical safety, (6) patient's rights, (7) body mechanics (8) security issues, with annual updates.

All employees who work in the correctional setting will read and sign off on the Correctional Orientation Handout, which will be provided to the service provider Health Care Division prior to start of contract.

b. LPNs

The LPN shall report to the supervisor on duty at the assigned facility each day at the start and end of his/her shift.

Possess high level of professionalism with respect for the correctional environment without compromising professional ethics or standards.

LPN assigned to this contract shall have knowledge of:

- Nursing care principles, practices, and procedures is required to assess basic nursing needs of assigned general medical, surgical and psychiatric patients.
- Nursing principles and procedures as applied in the psychiatric setting.

Attachment 1

SCOPE OF SERVICES

- Personality development theories, for evaluating behavior and reaction patterns of patients.
- Pharmaceuticals, their desired effects, side effects, and complications of their use.
- The Hawaii Revised Statutes related to Scope of Practice.
- A wide variety of medical disorders; e.g., general surgery, orthopedics, and gynecological; and the normal course of diseases anticipated complications, and indicated therapeutic.

LPNs shall possess the following abilities:

- Perform EKG and to utilize suction equipment and nebulizer.
- Effectively communicate on both a written and verbal level.
- Participate in developing a nursing plan to meet the needs of assigned patients.
- Recognize adverse signs and symptoms and to react swiftly in emergency situations including initiating resuscitative measures in case of cardiac or respiratory arrest.
- Strong medical/surgical background with the ability to apply strong psychiatric skills; strong assessment skills; shall have maturity level with ability to function in all-male facilities; to be open, flexible, and non-judgmental; and have the ability to provide health education.
- Perform Basic Cardiac Life Support (BCLS) and Automatic External Defibrillator (AED) training
- Operate specialized medical equipment, i.e., EKG machines, nebulizers, pulse oximeters, and suction equipment.

Other duties of the LPN shall include, but not be limited to the following:

- Conducts focused assessments of the health status of assigned clients.
- Plan nursing care episodes for clients with stable conditions.
- Provides basic nursing care to patients based on the plan of care and the physical, mental, and emotional needs of the patients. Notifies supervisor of any change in the patient's condition requiring revision of the medical treatment plan.
- In emergency situations when a physician is not present or not immediately available, notifies Supervisor and initiates appropriate measures, e.g., resuscitative measures in case of cardiac or respiratory arrest.
- Participates in the development of nursing care plans including the evaluation of the client's physical, dietary, and emotional needs, including the capacity for self-care, and additional conditions requiring medical attention.
- Administers prescribed medications including intramuscular and oral medications; observes patient for adverse reactions and notifies supervisor of any unanticipated finding.
- Performs duties as assigned, such as admissions, transfers, discharge of patients, making appointments with clinics and laboratories for examination and treatment of patients. Performs other related duties incidental to the work described herein.
- Documents nursing care utilizing SOAP note format, when appropriate.
- Works closely with other members of the treatment team in the formulation of a comprehensive plan of care

SCOPE OF SERVICES

- Observes mental health patients closely, evaluating and recording any significant behavior and reaction patterns for psychiatrist or team's use in re-evaluation of treatment plan.
- Provides nursing care for patients with psychiatric disorders and/or substance abuse disorders.

c. RNs

The RN shall report to the supervisor on duty at the assigned facility each day at the start and end of his/her shift.

RNs assigned to this contract shall have knowledge of:
- The Hawaii Revised Statutes related to Nursing Practice
- ANA Code for Nurses
- ANA Correctional Nursing Standards
- Professional nursing principles practices, nursing standards of care, diagnoses and the ability to apply them in the synthesis of the biological, psychological and social aspect of the client's condition.
- Understanding of psychiatric nursing principals including an understanding of group process, and therapeutic communication skills.
- Knowledge of pharmaceuticals, their desired effects, side-effects and complications of their use

RNs shall possess the following abilities:
- To critically think and make independent nursing decisions based on solid clinical judgment.
- Highly developed interpersonal skills
- Understand psychiatric nursing principals
- Plan strategies of nursing care and interventions that are incorporated in the plan of care
- Implement treatments and therapy including delegated medical and independent nursing functions
- Maturity level with ability to function in an all-female or all-male facility; open and flexible; non-judgmental
- Develop and utilize teaching plans in health education classes to inmates.
- To use an EKG machine, suction equipment, nebulizers, and other diagnostic equipment, including phlebotomy equipment.
- Perform Basic Cardiac Life Support (BCLS) and Automatic External Defibrillator (AED) training
- Understand the specific health care needs of incarcerated people.

Duties of the RN shall include, but not be limited to the following:
- Perform comprehensive assessments involving extensive data collection (vital signs, lab, diagnostic test findings and physical exam) and interpretation on both an initial and ongoing basis.
- Detect missing or faulty client information.

SCOPE OF SERVICES

- Through the application of nursing knowledge, skills and abilities, comprehends the clinical implications of their clients' signs, symptoms and changes, and determines if those are part of an expected, unexpected patient course or represent an urgent or emergency situation.
- Appropriate decision making, critical thinking, and clinical judgment to make independent nursing decisions and establish nursing diagnoses.
- Use analyses and evaluations to plan and modify strategies of nursing care and nursing interventions both of which form the basis of the client's plan of care.
- Collaborates with health care team.
- Seeks clarification of orders when needed.
- Implements treatment and therapy, including medication administration, delegated medical and independent nursing functions.
- Evaluates the impact of nursing care, the client's response to therapy, the need for alternative interventions, and the need to communicate and consult with other health team members
- Documents nursing care utilizing SOAP note format, when appropriate.
- Performs duties as required such as admissions, transfers, discharges, and making appointments with outside clinics and laboratories.
- Directs and instructs non-professional personnel in performing duties.
- Utilizes the physician orders and nursing standards of care related to redirecting behavior of mentally ill and the chemically dependent.
- Provides health teaching.
- Maintains a safe and therapeutic environment.

2. Service Provider Responsibilities

The service provider shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed under this contract. The service provider intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the service provider's employees and agents, and to any individual not a part to this contract for all loss, damage, or injury caused by the service provider, or the service provider employees or agents in the course of their employment.

The service provider shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by the service provider(s) by reason of this contract, including but not limited to, (a) income taxes, (b) employment related fees, assessments, and taxes, and (c) general excise taxes. The service provider is further responsible for obtaining all licenses, permits and certificates that may be required by reason of the contract, including but not limited to, a general excise tax license from the Department of Taxation, State of Hawaii.

The service provider shall be responsible for securing any and all insurance coverage for the service provider and the service providers' employees and agents which is or may be required by law during the duration of this contract. The service provider shall further be responsible for payment of all premiums,

SCOPE OF SERVICES

costs, and other liabilities associated with securing said insurance coverage.

The service provider shall secure, at the service provider expense, all personnel required to perform the services required by this contract. The service provider shall ensure that the service providers' employees or agents are experienced and fully qualified to engage in the activities and services required under this contract, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

The service provider shall be responsible to have all staff (RN and LPN) have:

- Valid current Hawaii Nurses License
- Minimum of 6 months of recent acute level nursing care experience
- Valid current State of Hawaii Driver's License
- Current CPR and AED certification card
- Current TB clearance
- Annual N-95 respirator fit testing and personal respirator
- Passed a criminal background check
- Disclosed any relationships with incarcerated individuals

The service provider shall not assign or subcontract any of the service provider duties, obligations, or interests under this contract without the prior written consent of the State. If the service provider finds it necessary to subcontract some of the work herein, and the State consents to the subcontract, it is understood that no subcontract shall, under any circumstances, relieve the service provider of his obligation and liability under this contract with the State and all persons engaged in performing the work covered by this contract shall be considered employees of the service provider.

Further, the service provider responsibilities shall include, but not be limited to the following:

- The service provider shall comply with all pertinent provisions of the Occupational Safety and Health Act in order to provide safety controls for protection to the life and health of employees and other persons, for prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruption in the performance of this contract.
- The service provider shall maintain an accurate record of, and shall report to the Health Care Division Administrator (HCDA) in the manner and on the forms prescribed by the facility, exposure data and all accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies, and equipment incident to work performed under this contract.
- The HCDA or designee will notify the service provider of any noncompliance with the foregoing provisions and the action to be taken. The service provider shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the service provider or their representatives at the site of the work, shall be deemed sufficient for the purpose. If the service

SCOPE OF SERVICES

provider fails or refuses to comply promptly, the HCDA or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject claim for extension of time or for excess costs or damages by the service provider.

3. Supervisory Controls

The registered nurse independently plans, schedules, and provides comprehensive nursing skills with specific instructions for each client guided by provider orders and nursing practice standards. The licensed practical nurse works under the supervision of a registered nurse. The nursing supervisor or designee will discuss the nursing assignment with the referred. Emergencies or unusual problems are reported to the supervisory nurse and physician, as appropriate. Work is subject to review during rounds. The HCDA is ultimately responsible for the operations.

The HCDA or designated representative will monitor the service providers and the service providers' nurses' compliance with the terms of this contract and evaluate the services performed. Unacceptable "professional nursing" practice will be evaluated by the HCDA or representative who may at any time suspend the nurse from performing the services under the provisions of this contract. The HCDA also retains the right of suspension or termination of privileges. Any such suspension shall not be subject to challenge by the Contractor or referred nurse.

All service provider's RNs and LPNs performing work for any correctional facility listed, shall be evaluated on their performance.

CONTRACT NO. _____

Attachment 2

TIME OF PERFORMANCE

The PROVIDER shall provide the required services for a period of twelve (12) months commencing on October 1, 2007 or the start date indicated on the Notice to Proceed. Unless terminated, this contract may be extended for four additional twelve month periods or portions thereof, subject to the satisfactory performance of the provider, the availability of funds and upon mutual written agreement.

CONTRACT NO. _____

Attachment 3

COMPENSATION AND PAYMENT SCHEDULE

As compensation for the work to be performed by ALTRES Staffing, Inc. (PROVIDER), the State agrees to pay the PROVIDER the total sum of each purchase order issued against this contract based on the actual number of hours of service provided at the appropriate unit bid price per hour as follows:

Registered Nurse

Long Term Hire (All Islands)	$48.48 per hour
Temporary Hire (All Islands)	$48.48 per hour

Licensed Practical Nurse

Long Term Hire (All Islands)	$30.75 per hour
Temporary Hire (All Islands)	$30.75 per hour

The unit bid price includes all applicable ground and air transportation costs, housing costs, taxes, including state excise and all other expenses for furnishing the required services.

It is understood that the unit price per hour plus the following holiday rate, when applicable, shall be the all-inclusive cost to the State:

Holiday rate (applicable to the holidays listed in Exhibit "A") is equal to 1.5 times the unit price per hour

Shift differential pay shall not be honored by the State under this contract. Regular time is considered an eight (8) hour day, 40 hours per week, regardless of the shift. Overtime is considered after forty (40) hours per week and reimbursed at time and a half regardless of whether the nurse works at one facility or a combination of facilities. The nurse shall not qualify for overtime if the forty (40) hours is accumulated as a result of being referred by more than one PROVIDER for that work week.

PROVIDER shall send monthly invoices, original and three (3) copies, to the appropriate correctional facility. Invoices shall detail the services provided, by the type and number of nurses, dates and hours of service provided per nurse, and any other pertinent invoicing information.

PROVIDER shall reference the contract number **PSD 07-HCD-24 (B)** on all invoices for payment.

The State shall submit payments to:

ALTRES Medical
P.O. Box 1410
Honolulu, HI 96807.

A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 32K, Hawaii Revised Statutes, or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not

limited to the Americans with Disabilities Act (42 U.S.C.§12101, et seq.), and the Rehabilitation Act (29 U.S.C.§701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within ONE HUNDRED AND EIGHTY (180) days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this

Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. Documents and Files

2.1 Confidentiality of Material.

2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's

work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.

3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.

3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.

3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the PROVIDER under this Contract, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or

agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

3.4.4 PROVIDER's Responsibilites. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.

3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Contract

4.1 Modifications of Contract.

4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 Termination in General. This Contract may be terminated in whole or in part for a reduction in funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the

payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. Publicity

6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.

6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. Miscellaneous Provisions

7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.

7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.

7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.

7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.

7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.

7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.

7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

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Please read memo.

SPECIAL CONDITIONS

None