CONTRACT NO. **PSD 07-HCD-24(C)**

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 October 19, 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 Guardian Healthcare Providers, 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 Tennessee whose business street address and taxpayer identification numbers are as follows:

Business street address:

109 Westpark Drive, Suite 300, Brentwood, Tennessee 37027-5062

Mailing address if different than business street address:

same as above

Federal employer identification number: [redacted]

Hawai'i general excise tax number:

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):

- [x] 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 19, 2007, to October 18, 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.

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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 11/20/07

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 RENAE MCGREGOR

Print Title Chief Operating Officer

Date October 23, 2007

APPROVED AS TO FORM:

_____

Deputy Attorney General

AG Form 103F (9/06)
Competitive

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PROVIDER'S ACKNOWLEDGMENT

STATE OF Tennessee)
) SS.
COUNTY OF Williamson)

On this 23RD day of October, 2007, before me appeared Renae McGregor 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 Chief Operating Officer and _____ of Guardian Healthcare Providers Inc. 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.

BRENDA BOUILLET
STATE OF TENNESSEE NOTARY PUBLIC
(Notary Seal)
DAVIDSON COUNTY, TN
My Commission Exp. May 23, 2009

By Brenda Bouillet
(Signature)

Print Name Brenda Bouillet

Date 10-23-2007

Notary Public, State of TN

My commission expires: 05-23-09

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).

(*Signature*) _____ (Date) 11/20/07

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*) _____

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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:
Guardian Healthcare Providers, 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).

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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 Renae McGregor
(Signature)

Print Name RENAE McGREGOR

Print Title Chief Operating Officer

Date October 23, 2007

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Attachment 1

SCOPE OF SERVICES

Guardian Healthcare Providers, Inc. shall be the THIRD 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 Center (HCCC)
  60 Punahele St.
  Hilo, HI 96782 Telephone: (808) 933-0428

c. Maui
- Maui Community Correctional Center (MCCC)
  600 Waiale Dr.
  Wailuku, HI 96793 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.

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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.

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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.

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- 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

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- 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.

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- 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,

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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

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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.

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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 Guardian Healthcare Providers, 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)	$53.45 per hour
Temporary Hire (All Islands)	$53.45 per hour
Licensed Practical Nurse	
Long Term Hire (All Islands)	$27.95 per hour
Temporary Hire (All Islands)	$27.95 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 (C)** on all invoices for payment.

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.