



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF MEDICAID BUSINESS AND POLICY

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-8166 1-800-852-3345 Ext. 8166
 Fax: 603-271-8431 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
 Commissioner

Kathleen A. Dunn
 Director

#66
 9/23/09

August 31, 2009

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

Requested Action

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy (OMBP) to enter into a contract with Gulf South Medical Supply, Inc., 4345 Southpoint Boulevard, Jacksonville, Florida 32216-6166, vendor code 175950 to provide disposable incontinence products for non-institutional Medicaid recipients in an amount not to exceed \$3,465,043.98, effective September 9, 2009, or the date of the Governor and Executive Council approval, whichever is later, through June 30, 2012, with the option of extending the contract for two two-year terms with the approval of the Governor and Executive Council. Funds are available for SFY 2010 and SFY 2011 and are anticipated to be available in SFY 2012 upon the availability and continued appropriation of funds in the future operating budgets as identified below with the authority to adjust amounts if needed and justified between state fiscal years.

05-95-95-956010-6147 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF MEDICAID & BUSINESS POLICY, PROVIDER PAYMENTS

<u>State Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Amount</u>
SFY 2010	101-500729	Medical Payments to Providers	\$879,988.82
SFY 2011	101-500729	Medical Payments to Providers	1,267,183.90
SFY 2012	101-500729	Medical Payments to Providers	<u>1,317,871.26</u>
Total			\$3,465,043.98

Explanation

The purpose of the above requested action is to allow Gulf South Medical Supply, Inc., (hereinafter "the Contractor") to act as the preferred supplier of incontinence products for the New Hampshire Medicaid Program for non-institutional recipients. DHHS has initiated this project in response to the Legislature's requirements as set forth in RSA 167:3-h, IV (Coverage of Services and Items Under the Medical Assistance Program). Pursuant to that statute, effective September 1, 2007, the New Hampshire Medicaid Program is required to include coverage for disposable incontinence products under the Medicaid State plan for eligible individuals age three and older. Previously, the New Hampshire Medicaid Program only provided coverage for disposable

incontinence products to eligible children age three through age twenty. Adult incontinence products were added to the New Hampshire Medicaid Program as a covered benefit with no additional budget appropriation to fund the benefit.

This project also meets additional legislative requirements set forth in the Laws of 2007, Chapter 263:107 (Health and Human Services; Medical Assistance Program) which states:

I. The department of health and human services shall include disposable incontinence supplies as medical assistance under the Medicaid state plan.

II. The department of health and human services shall explore opportunities to utilize innovative purchasing and distribution methodologies such as bulk purchasing and electronic benefit cards to provide disposable incontinence supplies to Medicaid recipients, as in provided in HB 826-FN of the 2007 legislative session.*

Consistent with the above legislative directive, OMBP has competitively procured a preferred supplier of incontinence products for the Medicaid population. This competitive procurement will provide the New Hampshire Medicaid Program with estimated cost savings of \$2.3 Million during the contract period, due to product discounts and administrative savings as a result of a centralized purchasing program with an exclusive incontinence products distributor. In addition to providing a competitive and regionally benchmarked per-unit volume-purchasing price to the New Hampshire Medicaid Program, the Contractor's product offering includes an array of high-quality products, manufacturers, brands, and sizes that will meet the needs of the Medicaid population. The products included in this contract have met stringent, industry standard testing.

The Contractor will offer Medicaid providers and recipients timely access to products, superior customer service, product support and education, and order management assistance, through two delivery models: the "provider model" and the "recipient model." Under both models, orders will ship from the Contractor's distribution center in Londonderry, New Hampshire. Under the provider model, the Contractor will be the exclusive supplier of incontinence products at a guaranteed per-unit product price for enrolled New Hampshire Medicaid providers when selling to NH Medicaid recipients. Through the Medicaid Management Information System, DHHS will pay claims from Medicaid providers for incontinence products, pursuant to standard procedures contained in the New Hampshire Medicaid Provider Enrollment Agreement. The providers will pay the Contractor for the cost of supplies at the product unit prices documented in this contract, consistent with existing practice whereby providers pay incontinence product suppliers. This method of supply acquisition from distributors by providers is the system that is currently in place, with the added designation of the preferred supplier and the contracted payment rates for supplies.

Under the recipient model, Medicaid recipients will have a new option to purchase incontinence products by mail order. This is a beneficial option, especially for recipients with physical impairments and/or transportation challenges. Incontinence products will be delivered directly to recipient home addresses, at no additional cost to the recipients or the Medicaid Program. The Contractor is administering the mail order program through a DHHS-approved subcontractor, Home Delivery Incontinent Supplies Co. (hereinafter HDIS). HDIS' qualifications were thoroughly reviewed as part of the bid evaluation process. Prior to submission of this contract to Governor and Council, HDIS was approved as a New Hampshire Medicaid provider for disposable

* Chapter 263:107.II, Laws of 2007, included the typo of "... as in provided in HB 826-FN." We reasonably believe it should read, "... as is provided in HB 826-FN."

incontinence products, consistent with contract requirements. The Contractor remains wholly responsible for contract deliverables HDIS provides. Pursuant to the standard Medicaid Provider Enrollment Agreement, HDIS will be reimbursed for the products and services delivered to Medicaid recipients at the contracted per-unit and service price.

This preferred supplier contract is expected to result in reduced costs and improved budgetary planning for the DHHS. The average total unit price (product plus service price) of all products is approximately half of the current New Hampshire Medicaid Program reimbursement rate, and based on this competitive procurement, the reimbursement rate shall be implemented in the MMIS and applicable to all Medicaid providers of incontinence products. By moving to an exclusive preferred supplier model, OMBP anticipates a cost savings of \$2.3 Million over the three-year term of the contract (see Table 1, Projected Cost Savings for SFY2010, SFY2011, and SFY2012). Because these contract rates apply to all the incontinence products ordered within the contract term, for the purpose of having a price limitation, OMBP has identified a price limitation of \$3,465,043.98. The price limitation is 15% higher than the expenditure OMBP reasonably anticipates will occur to assure the State that the unit price agreed upon for the full contract term remains available throughout the contract period. Based on SFY 2009 utilization, expenditures for disposable incontinence products during the three-year contract term are anticipated to be \$3,013,081.72.

Competitive Bidding:

The award was a result of a formal Request for Proposal (RFP) entitled "Incontinence Supplies Preferred Supplier, RFP 09-OMBP-ISPS-03" that was published on the DHHS' website on September 19, 2008. A legal notice was published on September 8, 9, and 10, 2008, in the *New Hampshire Union Leader* newspaper.

Vendors were given the option of submitting up to two separate proposals. Four vendors submitted a total of six proposals (see attached Bidders List). An evaluation team of six DHHS staff reviewed and independently scored the proposals in accordance with the criteria set forth in the RFP (see attached Evaluation Team List). As part of the bid evaluation, volunteer Medicaid recipients conducted testing of product samples. Recipients were asked to use the proposed products of each bidder over a period of time and rate the quality of, and their satisfaction with, the products. The product line offered by the Contractor scored high marks with each product performing as anticipated and no product rated as nonsatisfactory.

The bidders and the respective overall rating of the proposals, with a maximum possible score of 100 points, is as follows:

Gulf South Medical Supply, Inc. Bid #1	94.54 points;
Gulf South Medical Supply, Inc. Bid #2	93.14 points;
McKesson Medical-Surgical Minnesota Supply, Inc. Bid #1	86.58 points;
McKesson Medical-Surgical Minnesota Supply, Inc. Bid #2	86.25 points;
Invacare Supply Group	85.09 points; and
Better Living Now, Inc.	38.22 points.

A wide disparity in evaluation scores resulted. The two bids submitted by Gulf South Medical Supply, Inc. earned the highest overall scores, surpassing the next highest bid by more than six and a half points. Gulf South Medical Supply, Inc. demonstrated that the company has the appropriate capacity and experience to meet or exceed all of the specified requirements including providing a broad product range, competitive and sustainable per-unit pricing, and sophisticated customer service models. In addition, the Contractor has a local

business presence in its Londonderry, New Hampshire distribution center that allows the Contractor to make products readily available to New Hampshire providers and recipients.

During the contract negotiation process, Gulf South's Bid #1 was modified in that the Contractor substituted an OMBP-approved mail-order subcontractor, as proposed in its Bid #2, to do the work it initially proposed undertaking through its wholly owned subsidiary. OMBP accepted the subcontractor model, described in Bid #2, and maintained the Bid #1 pricing, thereby obtaining the benefits of both top proposals.

Geographic Area to be Served: Statewide.

Source of Funds:

Source of funds: 45.57% General Funds and 54.43% Federal Funds.

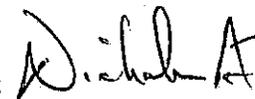
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH
Medicaid Director

Approved by:



Nicholas A. Toumpas
Commissioner

INCONTINENCE PRODUCTS PREFERRED SUPPLIER
 Projected cost savings for State Fiscal Years 2010, 2011, and 2012

Table 1

Code	Product	SFY09 Utilization	Estimated Utilization			Unit Price		(Savings)				
			SFY10	SFY11	SFY12	New	Old	SFY10	SFY11	SFY12	Total	
T4521	Brief/diaper, Small	29,712	32,238	34,817	36,209							
	Daytime Absorbency	14,856	16,119	17,408	18,105	\$0.43	\$0.90	(\$5,682)	(\$8,182)	(\$8,509)	(\$22,373)	
	Nighttime Absorbency	14,856	16,119	17,408	18,105	\$0.43	\$0.90	(\$5,682)	(\$8,182)	(\$8,509)	(\$22,373)	
T4522	Brief/diaper, Med	138,354	150,114	162,123	168,608							
	Daytime Absorbency	69,177	75,057	81,062	84,304	\$0.43	\$0.90	(\$26,458)	(\$38,099)	(\$39,623)	(\$104,179)	
	Nighttime Absorbency	69,177	75,057	81,062	84,304	\$0.47	\$0.90	(\$24,206)	(\$34,856)	(\$36,251)	(\$95,313)	
T4523	Brief/diaper, Large	129,846	140,883	152,154	158,240							
	Daytime Absorbency	64,923	70,441	76,077	79,120	\$0.52	\$0.90	(\$20,076)	(\$28,909)	(\$30,066)	(\$79,051)	
	Nighttime Absorbency	64,923	70,441	76,077	79,120	\$0.57	\$0.90	(\$17,434)	(\$25,105)	(\$26,110)	(\$68,649)	
T4524	Brief/diaper, X-Lrg	69,150	75,028	81,030	84,271							
	Daytime Absorbency	34,575	37,514	40,515	42,136	\$0.61	\$0.90	(\$8,159)	(\$11,749)	(\$12,219)	(\$32,128)	
	Nighttime Absorbency	34,575	37,514	40,515	42,136	\$0.65	\$0.90	(\$7,034)	(\$10,129)	(\$10,534)	(\$27,696)	
T4523	Youth-sized diaper	505,986	548,995	592,914	616,631							
	Daytime Absorbency	252,993	274,497	296,457	308,315	\$0.44	\$0.90	(\$94,702)	(\$136,370)	(\$141,825)	(\$372,897)	
	Nighttime Absorbency	252,993	274,497	296,457	308,315	\$0.44	\$0.90	(\$94,702)	(\$136,370)	(\$141,825)	(\$372,897)	
T4543	Disposable Bariatric	18,000	19,530	21,092	21,936							
	Daytime Absorbency	9,000	9,765	10,546	10,968	\$0.94	\$0.90	\$293	\$422	\$439	\$1,154	
	Nighttime Absorbency	9,000	9,765	10,546	10,968	\$0.94	\$0.90	\$293	\$422	\$439	\$1,154	
T4525	Pull-ons, Small	29,712	32,238	34,817	36,209							
	Daytime Absorbency	14,856	16,119	17,408	18,105	\$0.57	\$0.90	(\$3,989)	(\$5,745)	(\$5,975)	(\$15,709)	
	Nighttime Absorbency	14,856	16,119	17,408	18,105	\$0.57	\$0.90	(\$3,989)	(\$5,745)	(\$5,975)	(\$15,709)	
T4526	Pull-ons, Med	138,354	150,114	162,123	168,608							
	Daytime Absorbency	69,177	75,057	81,062	84,304	\$0.57	\$0.90	(\$18,577)	(\$26,750)	(\$27,820)	(\$73,147)	
	Nighttime Absorbency	69,177	75,057	81,062	84,304	\$0.57	\$0.90	(\$18,577)	(\$26,750)	(\$27,820)	(\$73,147)	
T4527	Pull-ons, Large	129,846	140,883	152,154	158,240							
	Daytime Absorbency	64,923	70,441	76,077	79,120	\$0.59	\$0.90	(\$16,378)	(\$23,584)	(\$24,527)	(\$64,489)	
	Nighttime Absorbency	64,923	70,441	76,077	79,120	\$0.63	\$0.90	(\$14,264)	(\$20,541)	(\$21,362)	(\$56,167)	
T4528	Pull-ons, X-Lrg	69,150	75,028	81,030	84,271							
	Daytime Absorbency	34,575	37,514	40,515	42,136	\$0.75	\$0.90	(\$4,220)	(\$6,077)	(\$6,320)	(\$16,618)	
	Nighttime Absorbency	34,575	37,514	40,515	42,136	\$0.80	\$0.90	(\$2,814)	(\$4,051)	(\$4,214)	(\$11,079)	
T4534	Youth-sized Pull-ons	505,986	548,995	592,914	616,631							
	Daytime Absorbency	252,993	274,497	296,457	308,315	\$0.59	\$0.90	(\$63,821)	(\$91,902)	(\$95,578)	(\$251,300)	
	Nighttime Absorbency	252,993	274,497	296,457	308,315	\$0.59	\$0.90	(\$63,821)	(\$91,902)	(\$95,578)	(\$251,300)	
T4535	Disposable Liner	180,456	195,795	211,458	219,917							
	Light Absorbency	60,152	65,265	70,486	73,306	\$0.24	\$0.45	(\$10,279)	(\$14,802)	(\$15,394)	(\$40,475)	
	Moderate Absorbency	60,152	65,265	70,486	73,306	\$0.28	\$0.45	(\$8,321)	(\$11,983)	(\$12,462)	(\$32,766)	
	Heavy Absorbency	60,152	65,265	70,486	73,306	\$0.32	\$0.45	(\$6,363)	(\$9,163)	(\$9,530)	(\$25,056)	
T4541	Underpad, large	155,292	168,492	182,814	198,353							
	Underpad, large	155,292	168,492	182,814	198,353	\$0.24	\$0.30	(\$7,582)	(\$10,969)	(\$11,901)	(\$30,452)	
A4927	Gloves, per Box	8,004	8,684	9,423	10,223							
	Gloves, per Box	8,004	8,684	9,379	9,754	\$8.00	\$14.68	(\$43,509)	(\$62,652)	(\$65,158)	(\$171,319)	
GRAND TOTALS								(\$590,051)	(\$849,725)	(\$884,207)	(\$2,323,983)	

INCONTINENCE PRODUCTS PREFERRED SUPPLIER

Bidders List

The following vendors, listed in alphabetical order, bid on the Department of Health and Human Services, Office of Medicaid Business and Policy "Incontinence Supplies Preferred Supplier 09-OMBP-ISPS-03" Request for Proposal.

Better Living Now, Inc.
500 Wheeler Road
Hauppauge, New York 11788

Gulf South Medical Supply, Inc.
4345 Southpoint Boulevard
Jacksonville, Florida 32216-6166

Invacare Supply Group
9 Industrial Road
Milford, Massachusetts 01757

McKesson Medical-Surgical Minnesota Supply, Inc.
8121 10th Avenue North
Golden Valley, Minnesota 55427

INCONTINENCE PRODUCTS PREFERRED SUPPLIER
Request for Proposals Evaluation Team
Department of Health and Human Services

Joyce E. Butterworth, RN, MS Program Planning and Review Specialist, Bureau of Developmental Services
Pauline M. Doucette Business Administrator, Office of Medicaid Business and Policy
Jane M. Hybsch, RN, MHA Administrator of Medicaid Care Management Programs, Office of Medicaid
Business and Policy
Susan J. Lombard Director of Operations, Bureau of Elderly and Adult Services
Kenneth D. Merrifield Program Specialist, Office of Business Operations
Jane B. Turgeon, RN Medical Service Consultant, Office of Medicaid Business and Policy

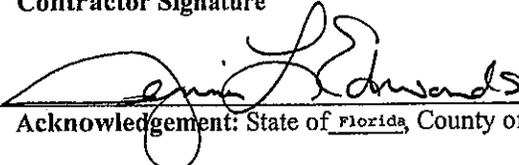
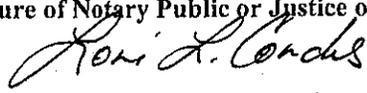
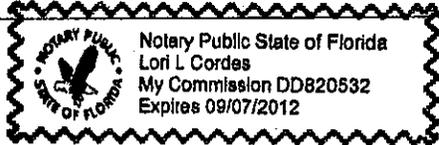
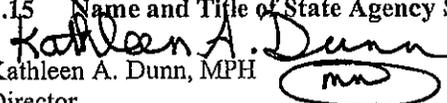
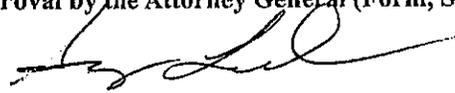
Subject: DHHS Incontinence Supplies Preferred Supplier contract for non-residential Medicaid recipients

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Medicaid Business and Policy		1.2 State Agency Address 129 Pleasant Street -- Annex I Concord, NH 03301-3852	
1.3 Contractor Name Gulf South Medical Supply, Inc.		1.4 Contractor Address 4345 Southpoint Boulevard Jacksonville, FL 32216	
1.5 Contractor Phone Number (904) 380-4537	1.6 Account Number 175950	1.7 Completion Date June 30, 2012	1.8 Price Limitation Not to exceed <i>of</i> 9/1/2009 \$3,465,043.98
1.9 Contracting Officer for State Agency Kathleen A. Dunn, MPH		1.10 State Agency Telephone Number (603) 271-8166	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jenni Edwards, Director, State and Federal Contracts	
1.13 Acknowledgement: State of <u>Florida</u> , County of <u>Duval</u> On <u>8/31/2009</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Lori L. Cordes, Government Contracts Administrator			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory  Kathleen A. Dunn, MPH Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>9/4/09</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Contractor Initials: 
 Date: 8/31/09

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: AS

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

CONTRACT PERIOD: September 9, 2009, or date of Governor and Council approval, whichever is later, through June 30, 2012

NAME: Gulf South Medical Supply, Inc.

ADDRESS: 4345 Southpoint Blvd
Jacksonville, Florida 32216

TELEPHONE: (904) 380-4537

FAX: (904) 332-3298

EMAIL: jedwards@gsms.com

SIGNATORY: Jenni Edwards, Director, State and Federal Contracts

I. SCOPE OF SERVICES

A. Introduction

This contract establishes a preferred supplier relationship for incontinence products between Gulf South (the Contractor) and the State of NH Medicaid Program (State). As the preferred supplier, the Contractor shall be the only source of incontinence products provided to NH Medicaid recipients (excluding nursing home and institutional Medicaid beneficiaries). The Contractor shall also operate a mail order program to provide incontinence products and customer services directly to the target population. In this capacity, the Contractor--directly, or through a Department-approved subcontractor--shall enroll as a NH Medicaid provider, and shall continue in that status throughout the contract term.

The preferred supplier relationship is based upon the Contractor supplying the NH Medicaid program's enrolled providers with incontinence products at a fixed price-per-unit over the three-year contract term. As the preferred supplier, the Contractor shall work with Medicaid providers of incontinence products to provide the target population with specified incontinence products pursuant to agreed upon rates (the "Provider Model"). No maximum or minimum product volume is guaranteed.

In addition, the Contractor shall provide specified incontinence products and customer services for its mail order program pursuant to agreed upon rates (the "Recipient Model"). The Contractor will be assisted in the recipient model by its selected subcontractor, Home Delivery Incontinence Supplies, Co. (HDIS) based in Olivette, MO. The DHHS has reviewed and approved the Contractor's selected subcontractor, HDIS. See Exhibit C-1. The number of the Medicaid beneficiaries served by this contract who may choose to obtain their incontinence products supplies-through the mail order program is indeterminate; therefore, no maximum or minimum amount is guaranteed.

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The Contractor shall provide the target population with timely access to products and customer service statewide, as specified in the remainder of this contract. The Contractor will engage Medicaid providers and recipients through outreach and education efforts to sustain and encourage a robust provider network, with a goal of assuring access to incontinence products by Medicaid beneficiaries.

Please see Appendix A and Exhibit C for the definition of key terms used in this Contract. Appendix A supplements definitions provided in Exhibit C.

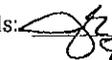
B. Incontinence Products

The Department's mandatory incontinence product specifications include required product features, product performance and require that specific product quality standards be met. All specified products must meet manufacturer's specifications as detailed in the Contractor's bid. Specific incontinence products to be provided under this contract are identified in the table below, by procedure code, category, brand name, description, manufacturer and manufacturer's item code.

B 1 Product Offering

PRODUCT SPECIFICATIONS BY T-CODE

Proc Code	Required Supplies by Category	Brand Name	Description	Manufacturer	Mfg Item #
T4521	Disposable incontinence product brief/diaper, small				
	Daytime Absorbency	Prevail	Prevail brief-small 20"-31" 16/bg/cs (96)	First Quality Products Inc	PV-011
	Nighttime Absorbency	Prevail	Prevail brief-small 20"-31" 16/bg/cs (96)	First Quality Products Inc	PV-011
	Daytime Absorbency	Attends	Breathable brief, small	Attends Healthcare Products	BRBX10
	Nighttime Absorbency	Attends	Breathable brief, small	Attends Healthcare Products	BRBX10
	Daytime Absorbency	Tena	Brief, small 22"-36"	SCA	66100
	Nighttime Absorbency	Tena	Brief, small 22"-36"	SCA	66100
	Daytime Absorbency	Nightingale Extra	Brief, small 23"-31"	SELECT	90513
T4522	Disposable incontinence product brief/diaper, medium				
	Daytime Absorbency	NU-FIT	NU-FIT by First Quality brief medium 32"-44"	First Quality Products Inc	NU-012/1
	Nighttime Absorbency	PER-FT	PER-FT brief - medium 32"-44"	First Quality Products Inc	PF-012/1
	Daytime Absorbency	Attends	Breathable brief clear bag, medium	Attends Healthcare Products	BRBC20
	Nighttime Absorbency	Attends	Breathable brief, medium	Attends Healthcare Products	BRB20
	Nighttime Absorbency	Attends	Breathable brief extra, medium	Attends Healthcare Products	BRBX20
	Daytime Absorbency	Nightingale Extra	Brief, medium 32"-44"	SELECT	90514
	Nighttime Absorbency	Tena Classic Plus	Brief, medium 34"-47"	SCA	67713

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Proc Code	Required Supplies by Category	Brand Name	Description	Manufacturer	Mfg Item #
T4523	Disposable incontinence product brief/diaper, large				
	Daytime Absorbency	NU_FIT	NU-FIT by First Quality brief large 45"-58"	First Quality Products Inc	NU-013/1
	Nighttime Absorbency	PER-FT	PER-FIT brief large 45"-58"	First Quality Products Inc	PF-013/1
	Daytime Absorbency	Attends	Breathable brief clear bag, large	Attends Healthcare Products	BRBC30
	Nighttime Absorbency	Attends	Breathable brief, large	Attends Healthcare Products	BRB30
	Nighttime Absorbency	Attends	Breathable brief, extra large	Attends Healthcare Products	BRBX30
	Daytime Absorbency	Nightingale Extra	Brief large 45"-58"	SELECT	90515
T4524	Disposable incontinence product brief/diaper, extra large				
	Daytime Absorbency	NU-FIT	NU-FIT by First Quality brief -XL 59"-64"	First Quality Products Inc	NU-014/1
	Nighttime Absorbency	PER-FT	PER-FIT brief - XL 59"-64"	First Quality Products Inc	PF-014/1
	Daytime Absorbency	Attends	Breathable brief clear bag, extra large	Attends Healthcare Products	BRBC40
	Nighttime Absorbency	Attends	Breathable brief, extra large	Attends Healthcare Products	BRB40
	Daytime Absorbency	Nightingale Extra	Brief, extra large 59"-64"	SELECT	90516
T4543	Disposable incontinence product brief/diaper, bariatric				
	Daytime Absorbency	Prevail	First Quality IB Brief - 2XL 62"-68"	First Quality Products Inc	PV-017
	Nighttime Absorbency	Prevail	First Quality IB brief - 2XL 62"-68"	First Quality Products Inc	PV-017
	Daytime Absorbency	Tena	Brief Bariatric XL	SCA	61375
	Nighttime Absorbency	Tena	Brief Bariatric XL	SCA	61375
	Daytime Absorbency	Attends	XXL brief, 70" waist	Attends Healthcare Products	BRB50
	Nighttime Absorbency	Attends	XXL brief, 70" waist	Attends Healthcare Products	BRB50
T4525	Disposable incontinence product underwear/pull-ons, small				
	Daytime Absorbency	Prevail	Prevail Underwear - Youth/small 20"-34"	First Quality Products Inc	PV-511
	Nighttime Absorbency	Prevail	Prevail Underwear - Youth/small 20"-34"	First Quality Products Inc	PV-511
	Daytime Absorbency	Attends	Super plus underwear, Youth/small	Attends Healthcare Products	APP0710
	Nighttime Absorbency	Attends	Super plus underwear, Youth/small	Attends Healthcare Products	APP0710
T4526	Disposable incontinence product underwear/pull-ons, medium				
	Daytime Absorbency	PER-FIT Prevail	PER-FIT underwear - medium 34"-46"	First Quality Products Inc	PF-512
	Nighttime Absorbency	PER-FIT Prevail	Prevail extra underwear small/medium 34"-46"	First Quality Products Inc	PV-512
	Daytime Absorbency	Attends	Extra underwear medium	Attends Healthcare Products	AP0720
	Nighttime Absorbency	Attends	Super plus underwear medium	Attends Healthcare Products	APP0720
	Daytime Absorbency	Nightingale	Protective underwear medium 23"-44"	SELECT	90520
Proc	Required Supplies by	Brand Name	Description	Manufacturer	Mfg Item #

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Code	Category				
T4527	Disposable incontinence product underwear/pull-ons, large				
	Daytime Absorbency	PER-FIT Prevail	PER-FIT underwear large 44"-58"	First Quality Products Inc	PF-513
	Nighttime Absorbency	PER-FIT Prevail	Prevail extra underwear large 44"-58"	First Quality Products Inc	PV-513
	Daytime Absorbency	Attends	Extra underwear, large	Attends Healthcare Products	AP0730
	Nighttime Absorbency	Attends	Super plus underwear, large	Attends Healthcare Products	APP0730
	Daytime Absorbency	Nightingale	Protective underwear large 45"-58"	SELECT	90521
T4528	Disposable incontinence product underwear/pull-ons, extra large				
	Daytime Absorbency	PER-FIT Prevail	PER-FIT Underwear -extra large 58"-68"	First Quality Products Inc	PF-514
	Nighttime Absorbency	PER-FIT Prevail	Prevail extra underwear extra large 58"-68"	First Quality Products Inc	PV-514
	Daytime Absorbency	Attends	Extra underwear extra large	Attends Healthcare Products	AP0740
	Nighttime Absorbency	Attends	Super plus underwear extra large	Attends Healthcare Products	APP0740
	Daytime Absorbency	Nightingale	Protective underwear extra large 59"-64"	SELECT	90522
T4534	Youth sized disposable incontinence product, protective underwear/pull-ons				
	Daytime Absorbency	Prevail	Prevail all nites underwear medium 40-70lbs	First Quality Products Inc	PV-112/1
	Nighttime Absorbency	Prevail	Prevail all nites underwear medium 40-70lbs	First Quality Products Inc	PV-112/1
	Daytime Absorbency	Prevail	Prevail all nites underwear large 70+ lbs	First Quality Products Inc	PV-113/1
	Nighttime Absorbency	Prevail	Prevail all nites underwear large 70+ lbs	First Quality Products Inc	PV-113/1
	Daytime Absorbency	Attends	Super plus underwear youth/small	Attends Healthcare Products	APP0710
	Nighttime Absorbency	Attends	Super plus underwear youth/small	Attends Healthcare Products	APP0710
T4533	Youth sized disposable incontinence product, brief/diaper				
	Daytime Absorbency	Prevail	Prevail brief -youth 15"-22"	First Quality Products Inc	PV-015
	Nighttime Absorbency	Prevail	Prevail brief -youth 15"-22"	First Quality Products Inc	PV-015
	Daytime Absorbency	Attends	Specialty brief youth	Attends Healthcare Products	BRCL1000
	Nighttime Absorbency	Attends	Specialty brief youth	Attends Healthcare Products	BRCL1000
	Daytime Absorbency	Cuties	Baby diapers - size 3 - 16- 28lbs	First Quality Products Inc	CR3001
	Daytime Absorbency	Cuties	Baby diapers - size 4 - 22- 37 lbs	First Quality Products Inc	CR4001
	Daytime Absorbency	Cuties	Baby diapers - size 5 - 27+ lbs	First Quality Products Inc	CR5001
T4535	Disposable liner/shield/guard/pad undergarment for incontinence				
	Light Absorbency	Prevail	Prevail bladder control pad extra 9.25"	First Quality Products Inc	BC-012
	Moderate Absorbency	Prevail	Prevail bladder control pad extra plus 11"	First Quality Products Inc	BC-013

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Proc Code	Required Supplies by Category	Brand Name	Description	Manufacturer	Mfg Item #
	Heavy Absorbency	Prevail	Prevail bladder control pad extra ultra plus 13"	First Quality Products Inc	PV-915
	Light Absorbency	Prevail	Prevail pant liner dribbler – small 8"x18"	First Quality Products Inc	PL-100/1
	Light Absorbency	Attends	Regular light pad	Attends Healthcare Products	LP0200
	Light Absorbency	Attends	Extra light pad	Attends Healthcare Products	LP0300
	Light Absorbency	Attends	Light insert pad	Attends Healthcare Products	IP0300
	Moderate Absorbency	Attends	Extra plus light pad	Attends Healthcare Products	LP0400
	Light Absorbency	Tena	Tena day light pad	SCA	62314
	Moderate Absorbency	Tena	Tena Light moderate liner 11"	SCA	41309
	Moderate Absorbency	Tena	Tena Light moderate liner 12"	SCA	41409
	Heavy Absorbency	Tena	Tena Light Heavy Liner 14"	SCA	41509
	Heavy Absorbency	Tena	Tena Light Heavy Liner 15"	SCA	41609
T4541	Incontinence product disposable pad large				
		Nightingale	Underpad 23"x36"	SELECT	90518
		Prevail	Prevail Fluff Underpad – 23"x36"	First Quality Products Inc	UP-150
		Dri-Sorb	Fluff underpad 23"x36"	Attends Healthcare Products	UFS-236
		Harmonie	Underpad 23"x36"	SCA	352
A4927	Disposable non-sterile examination gloves				
	Latex 100/Box	Select Medical	Glove Exam LTX SM PF	SELECT MEDICAL	070
	Latex 100/Box	Select Medical	Glove Exam LTX MED PF	SELECT MEDICAL	071
	Latex 100/Box	Select Medical	Glove Exam LTX LG PF	SELECT MEDICAL	072
	Latex 100/Box	Select Medical	Glove Exam LTX XL PF	SELECT MEDICAL	073
	Latex Free 250/Box	Lavender	Glove Exam Nitrile XS PF	Kimberly-Clark Corp	52816
	Latex Free 250/Box	Lavender	Glove Exam Nitrile SM PF	Kimberly-Clark Corp	52817
	Latex Free 250/Box	Lavender	Glove Exam Nitrile MED PF	Kimberly-Clark Corp	52818
	Latex Free 250/Box	Lavender	Glove Exam Nitrile LG PF	Kimberly-Clark Corp	52819

Medicaid providers are not required to obtain supply for the following items from the Contractor, and may obtain them from a supplier of their choice, including but not limited to the Contractor:

- Non-standard products due to medical necessity, including but not limited to products for children age 0 to 3.
- Sterile gloves.
- Non-sterile gloves used for conditions other than incontinence.

B2 Product Performance and Quality Standards

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All products supplied by this contract shall be of high quality, free of material or cosmetic defects, and meet industry guidelines for product performance. Examples of industry guidelines for product performance include "State of Minnesota Testing Requirements for Incontinence Products."

B3 Product Substitution

A. Substitution when product is discontinued by manufacturer

During the contract period, if any product provided pursuant to this contract is to be discontinued by the manufacturer, the Contractor shall substitute another product of equal or better quality at the same contracted price as the discontinued product. The Contractor shall give prior written notification to the State's Contract Manager of any such change and recommended replacement product. All changes are subject to written approval by the State. The State shall be notified in writing at least 30-days in advance of the impending date of discontinuance, or as soon as the Contractor is notified by the manufacturer, whichever is sooner. Cost of notification of the change to Medicaid providers and recipients shall be borne by the Contractor.

B. Substitution due to quality or performance concerns

If, during the contract period, any product(s) or product substitution(s) are found to be of inferior quality by the Department, the Contractor shall take remedial measures, including but not limited to, at the Department's discretion, working with the manufacturer to correct the problem, and/or providing substitute products of satisfactory quality at comparable cost to the State. See also Form P-37 and Exhibit C-1.

C. Operations

As stated above, the Contractor shall provide the target population with timely access to products and customer service statewide using two distinct supply models: the Provider Model and the Recipient Model. Those models are described below. Information applicable to both models is described in section C1, including information regarding the Department's eligibility verification and prior authorization requirements, and delivery and returns. The model descriptions contained in section C2 Provider Model and C3 Recipient Model, address product education, support and training, order management, and transportation and packaging for each delivery model. References to the "Contractor" or "Contractor/subcontractor" when describing the Recipient model mean the Contractor, acting either directly or through its Department-approved subcontractor providing mail order services.

C1 Standard Operations

The Contractor shall be responsible for outreach to Medicaid providers and recipients to encourage and assist their transition to use of the Contractor's products and services, and to maintain a sufficient distribution network to satisfy recipients' needs on a statewide basis.

The Contractor shall fill all orders placed by Medicaid providers in good standing with the Contractor and by all recipients eligible for services under the Medicaid program. Under both models,

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the Contractor shall bear the responsibility for product procurement, forecasting, warehousing of inventory, and shipping FOB Destination.

The Contractor shall accept minimum order sizes of one case from providers and one package from recipients. The Contractor shall accept maximum orders of any quantity from Medicaid providers, and up to a three-month supply for recipients, as prior authorized by the Department, if applicable.

In conjunction with the Contractor, and in accordance with details specified in the Project Work Plan, the Department shall be responsible for training and notifying Medicaid providers and recipients, regarding ordering procedures.

All written materials provided by the Contractor to Medicaid providers or NH Medicaid recipients in connection with this contract shall be reviewed and approved in advance by the State. Provider and/or recipient names and addresses shall not be used for any purpose other than a Contract-related purpose. See, e.g. Exhibit I.

A. Eligibility Verification

Consistent with standards for all Medicaid providers, the Contractor/subcontractor when acting in its capacity as a Medicaid provider shall utilize the Department's telephonic Eligibility Verification System (EVS) to verify the recipient's eligibility on the date of purchase. In order to be eligible to obtain incontinence supplies, all recipients must be eligible for Medicaid on the date of service. If a Medicaid provider's claim is submitted to the State MMIS fiscal agent and the claim is denied due to the recipient's ineligibility, the Department shall not reimburse the Medicaid provider's incurred costs.

B. Product Availability

Products shall be available to any recipient age 3 up to 21 with a letter of medical necessity and supporting clinical documentation including a signed prescription and a narrative description of the recipient's medically diagnosed health condition documenting the clinical need for incontinence products. Each recipient's stated quantity need must fall within the Department's established quantity limits.

C. Prior Authorization

Recipients who are 21 years of age or older must request and receive prior authorization (PA) from the Department before they are eligible to receive incontinence supplies. A PA request shall be filed on a Department PA Request Form, and must include a letter of medical necessity and supporting clinical documentation, including a signed prescription and a narrative description of the recipient's medically diagnosed health condition documenting the clinical need for the products. Products may be provided if/when the prior authorization request is granted. If a Medicaid provider, including but not limited to the Contractor/subcontractor when acting in its capacity as a Medicaid provider, submits a claim to the State MMIS Fiscal Agent, and the claim is denied due to the absence of an approved PA on the date of service, the Medicaid provider will not be reimbursed by the Department for costs incurred.

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Recipients whose monthly order exceeds established quantity limits must also request and receive prior authorization from the Department before the Department will reimburse Medicaid providers for quantities in excess of the quantity limit.

D. Delivery and Returns

The Contractor shall maintain a distribution site in New Hampshire; currently the distribution center is located in Londonderry. Products will be shipped from the Contractor's distribution center(s) FOB Destination. The Contractor shall maintain adequate product inventory to meet its orders within the specified timeframe, and delivery trucks/methods sufficient to meet delivery and return timeframes and target population volumes. The Contractor shall maintain multiple back-up shipping sites in case of an emergency, disaster or other circumstance that might otherwise cause delays in delivery of needed products.

Products will ship within 24 hours after receipt of order via the Contractor's own trucks or via United Parcel Service (UPS). Under the Provider Model, Medicaid providers located within New Hampshire will receive next business day delivery from the Contractor's Londonderry warehouse/distribution center. Providers and/or provider locations based outside of the State of New Hampshire will receive product within one to two business days from receipt of order. If a Medicaid provider requires products sooner than standard delivery times permits, the Contractor will coordinate pick up from its warehouse/distribution center. At the Medicaid provider's request, the Contractor can also schedule routine deliveries to the provider's location FOB Destination on a weekly, bi-weekly, or monthly basis.

Under the Recipient Model, products will be shipped within twenty-four (24) hours after receipt of order. Recipients located within New Hampshire will receive next business day delivery. Recipients located outside the State of New Hampshire will receive product within one to two business days from date shipped. The "next" business day shall be the first business day immediately following receipt of the provider's order and/or timely verification of the target recipient's Medicaid eligibility and prior authorization, if applicable. If a Medicaid recipient requires products sooner than standard delivery times permit, the Contractor will coordinate pickup from a local provider in emergency situations.

Providers can access recipient-specific online ordering with "real time" UPS tracking through the Contractor's electronic system.

Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. Recipient orders shall include a packing slip affixed to the outside of the shipping box identifying the order and detailing the contents within the box. Provider orders shall include a packing slip affixed to the outside of the shipping box identifying the order and detailing the contents within the box.

The Contractor will promptly make arrangements for re-shipping any orders run in error or containing defective merchandise, at no cost to the Medicaid providers, recipients, or the Department.

Products returned to the Contractor due to quality issues, duplicate shipments, etc. must be picked up by the Contractor within ten (10) business days of notifications with no restocking or freight

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charges and must be replaced with specified products in a timely manner to meet the Medicaid provider's customer (i.e. NH Medicaid recipient)'s need. The provider will be refunded/credited for the full purchase price and no recipient claims may be submitted to the Department for reimbursement. Standard stock products ordered in error must be returned for credit within fifteen business days of receipt. Products must be in original container, unused, and there will be no restocking fee charged for these products. Unauthorized substitution of products, brands, or part numbers is not allowed.

C2 Provider Model

The Contractor shall work with Medicaid providers to supply the target population with specified incontinence products pursuant to agreed upon rates (the "Provider Model"). Under this model, Medicaid providers will select their own product lines from within the Contractor's preferred supplier product line (see Table B-1, above), establish independent supplier agreements with the Contractor, and bill the State Medicaid Management Information System (MMIS) Fiscal Agent for reimbursement of authorized recipient purchases in accordance with the established Medicaid fee schedule. The Contractor will establish credit or account relationships, and use reasonable efforts to maintain those relationships, with all Medicaid providers who apply to do business with it.

Medicaid providers will continue to provide customer services, and other services, directly to the recipient consistent with the NH Medicaid Provider Agreement.

A. Product Education, Support and Training

The Contractor shall offer in-person training to Medicaid providers at reasonable intervals, including telephonic and/or web-based training, at the provider's request, and at least one annual training and update for providers in regional locations to be coordinated with DHHS. The Contractor's contact telephone number shall provide inbound/outbound customer service support. Training will include, but shall not be limited to, ordering and accessing reports and order tracking/delivery verification.

The Contractor will provide trained incontinence care professionals to assist the Medicaid providers, with education, support, guidance and appropriate interventions for management of individual incontinence training in product use, patient assessment tools, product screening tools, and troubleshooting. The Contractor shall also educate Medicaid providers to thoroughly inspect the shipment for any occurrences of defect inaccuracy, concealed damage, or shortage.

B. Order Management

Order management options flow from the credit/account relationship established with each Medicaid provider. Orders may be placed through the Contractor's secure website, MyGSONline (available 24/7) with unique login and password, via a dedicated toll free (800 number) fax line or by placing a toll free (800 number) call to the dedicated/assigned customer service team. The dedicated Northeastern Customer Care Team is available 8am to 5pm EST. In addition, the Contractor's Customer Care Center may be reached between 7am and 7pm CST. Providers may receive order confirmation via email or facsimile. If a delay in order fulfillment is expected, the provider will be told immediately if the order was called in, or contacted to discuss options.

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To ensure order accuracy, the Contractor shall have the following mechanisms in place:

- Called-in orders shall be repeated back to the orderer prior to being placed with Customer Service.
- Order confirmations will be sent each time an order is placed.
- In the event that it appears an item is missing from an order, all claims must be reported to the Contractor's Customer Care Center within 5 calendar days of short shipment receipt. The Contractor will immediately rectify the situation by offering resolution acceptable to the Department.

C. Transportation and Packaging

In the Provider Model, the "buyer" is the Medicaid provider and possession will occur when the Contractor ships product to, and the provider takes possession at, the provider's primary business address/es. Multiple business locations may be identified as the provider's "designated ship-to location." These shipments will be FOB Destination. The agreed fix price per unit shall not include the cost of delivery to recipient addresses.

C3 Recipient Model

The Contractor shall supply the specified incontinence products and customer services directly to the Medicaid population pursuant to agreed upon rates through a mail order program. (The "Recipient Model"). The Contractor will be assisted in the Recipient Model by its selected subcontractor, Home Delivery Incontinence Supplies, Co. (HDIS) based in Olivette, MO. Due to contract requirements, at the Contractor's request, and pursuant to the standard application process, HDIS has been approved as an enrolled Medicaid provider. Status as an enrolled Medicaid provider is an essential contract requirement. The Contractor remains solely responsible for all actions and operations of its subcontractor under this Contract. See Exhibit C-1.

Under the recipient model, the State shall:

- Notify the Contractor of any policy changes affecting product supply in accordance with standard Medicaid practices; this shall be in addition to notice provided to the Contractor/subcontractor of any policy changes affecting benefits coverage in accordance with the Medicaid Provider Agreement;
- Ensure that the MMIS system will promptly and efficiently process payment for claims submitted by the Contractor/subcontractor consistent with standard MMIS payment processes.
- Provide the Contractor/subcontractor with the enrollment materials and billing procedures necessary to receive reimbursement under this Contract; information to be disseminated by the Department's MMIS fiscal agent, pursuant to the Medicaid Provider Agreement.

A. Product Education, Support and Training

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The Contractor shall offer information about ordering products and product education to Medicaid recipients at reasonable intervals, including telephonic training. The Contractor's contact telephone number shall provide inbound/outbound customer service support.

The Contractor shall educate recipients to thoroughly inspect the shipment for any occurrences of defect inaccuracy, concealed damage or shortage.

The Contractor shall generate and send educational materials directly to recipients upon receipt of recipient data during the implementation phase, prior to recipients actual request to Contractor to obtain products and services through HDIS. The Contractor shall also provide incontinence related information through quarterly newsletters to recipients working with HDIS.

The Contractor shall supply recipients with written information listing an all-purpose telephone number, a contact person and the process for receiving, investigating and resolving concerns.

The Contractor will provide trained incontinence care professionals to assist the recipients with education, support, guidance and appropriate interventions for management of individual incontinence, training in product use, patient assessment tools, product screening tools, and troubleshooting.

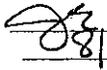
Consistent with standard requirements for enrolled NH Medicaid providers who provide incontinence supplies, the Contractor, through its subcontractor, shall provide education and product information sheets to all customers/patients at the time of their first order. The Contractor shall cover the following information: HIPAA Notice of Privacy Practices; Client Bill of Rights and Responsibilities; Supplier Standards; How to make your home safe for medical care; Emergency planning for Home Care Client; Financial Responsibilities; and How to Access the Company for Emergencies/Questions. Contractor shall meet all other "Enrolled Provider Requirements".

B. Order Management

Recipients may contact the Contractor, acting through its DHHS-approved subcontractor, via a toll free number Monday – Friday from 8:30am – 6:00pm, EST. A unique inbound/outbound toll free number will be dedicated to New Hampshire Medicaid recipients. While recipients generally order by toll free telephone, they may also order by mail (US Postal Service), email, or facsimile. The Contractor shall handle orders from recipients in multiple languages, at the recipient's discretion, and for those who are hard of hearing. Recipients' needs shall be addressed using English and Spanish representatives on staff, the A T & T Language Line, and a TTY system, or equivalent resources. The Contractor shall provide 24/7 access and be equipped for disaster recovery.

The Contractor shall communicate shipping delays with the recipient at the time of the order or via an outbound call, if necessary. The Contractor shall assist recipients in making product substitutions when needed.

The Contractor will monitor customer service representatives through a Quality Assurance Team that reviews an average of 13 calls per customer service representative per month. Representatives shall score an annual average of 94%. The Contractor will monitor customer interactions logs daily, conduct

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file audits, and ensure regular client feedback through annual surveys and on-line call logging feedback. This enables responses in real-time to customer's feedback.

In order to ensure order accuracy, the Contractor shall have the following mechanisms in place:

- Called-in orders shall be repeated back to the caller prior to being placed with Customer Service.
- Recipients who place orders electronically will receive an email confirmation. Recipients who place orders via telephone will receive a verbal confirmation as well as the opportunity to receive an electronic confirmation via email.
- In the event that it appears an item is missing from an order, all claims must be reported to the Department-approved Subcontractor's Customer Service within 5 calendar days of short shipment receipt. (The Subcontractor shall take the necessary steps, if any, to report to the Contractor in a timely manner) The Contractor will immediately rectify the situation by offering resolution acceptable to the person making the claim.

C. Transportation and Packaging

In the Recipient Model, the Department is the "buyer" and possession will occur when the Contractor ships to the recipient and the recipient takes possession at his/her address. In this model, the recipient's residential address shall constitute the Department's designated ship-to location.

All orders will be FOB Destination.

D. **Contract Implementation**

The first eight weeks following the effective date of this contract shall be considered the implementation period. During this period, necessary communications/education between the Contractor and Medicaid providers and recipients shall occur. Providers shall set up credit accounts with the Contractor and obtain incontinence product stock during this period. At the end of the eighth week, the rates as outlined in Exhibit B shall become effective. The Contractor may provide product and services to Medicaid recipients through its mail order program as of the Contract's effective date.

The Contractor and the State shall also work closely together to ease the transition from the State's existing model to the Provider Model and the Recipient Model. This collaborative work includes but is not limited to: work to ensure that willing Medicaid providers and recipients are aware of the new models and communicate the advantages of purchasing incontinence products through the Contractor; and work to determine additional communication or other strategies to ensure the maximum number of Medicaid providers are purchasing product from the Contractor.

The State is in the process of revising administrative rules to require Medicaid providers to purchase from the preferred supplier. When the administrative rule is effective, NH Medicaid providers will be required to purchase all Medicaid-covered incontinence products from the Contractor. The State and the Contractor shall jointly review utilization reports to ensure providers are abiding by the updated Administrative Rule. The State cannot require Medicaid providers to purchase products exclusively from the Contractor until an update to NH Administrative Rule HeW 571 is approved. It is expected

Contractor Initials: 

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that NH Medicaid providers shall begin the process of establishing a credit relationship and placing orders with the Contractor as soon as notified by the State of this contract.

A. Implementation Deliverables

The Contractor shall submit a final Project Work Plan 10 business days after the effective date of this Contract. The Contractor's Project Work Plan shall include, without limitation, a detailed description of the implementation schedule, tasks, deliverables, critical events, and task dependencies necessary to complete a successful transition from the State's existing model to the Provider Model and Recipient Model within eight weeks. Tasks and timelines may be modified as necessary if agreed upon and documented by the State and Contractor project manager. The Contractor will identify any data or information needs necessary to develop or implement its work plan, and provide that information to the DHHS Contract Manager, no later than 10 business days after the Contract's effective date. The final Project Work Plan will include the Contractor's best estimate of the depth and coverage of the likely Medicaid provider network for incontinence supplies.

A meeting to discuss and review the final Project Work Plan shall be held after the delivery of that work plan to DHHS, at a time and place requested by the State. Meetings shall be held periodically thereafter until the conclusion of the implementation period.

During the implementation period, the Contractor shall share its standard reporting formats with the State. The State shall determine if there are additional reporting needs and Contractor shall make all reasonable efforts to build and make available any special reports by the conclusion of the implementation period, unless otherwise agreed upon by the State and Contractor Project Manager.

During the transition period, the Contractor shall update the Project Work Plan as necessary, but no less than weekly, to accurately reflect the status of the project schedule, tasks, deliverables, critical events, and task dependencies. Any updates to the Project Work Plan shall require written acceptance by the State.

E. **Contract Staffing**

The Contractor shall assign and identify a Contract Manager and a Project Team Staff, collectively referred to as "Project Staff." "Project Staff" shall include, but not be limited to, subcontractor staff. The Contractor shall not change Project Staff and/or the Contract Manager's commitments unless such replacement is necessary due to sickness, death, job/position change, termination of employment, unpaid leave of absence, or request of State. Any such changes to the Contractor's Project Staff shall require prior written notification to the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced, and shall be subject to the provisions of the Contract.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Contractor's replacement Project Staff, if any.

E1 **Contractor Key Staff**

Contractor Initials: 

Date: 8/31/09

A list of the Contractor's key staff and a summary of their responsibilities is provided in Appendix B.

E2 Contract Managers

The State and the Contractor shall designate Contract Managers for this Contract. The Contract Managers shall serve as a central point of contact and manage the various elements of the Contract, including implementation, communications with the other party and with providers and beneficiaries, trouble-shoot during the contract period, etc. Contract Managers shall be available during normal business hours between 8:00 am and 4:30 PM, EST.

The Contractor's Contract Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Contractor's representative for all administrative and management matters. The Contract Manager must be available to promptly respond via telephone and/or email within 48 hours to inquiries from the State, and at the site as needed. The Contractor Manager must use his or her best efforts on the Project.

A. DHHS Contract Manager

To resolve issues or concerns, the DHHS Contract Manager shall be:

Jane Turgeon Medicaid Services Consultant II
Office of Medicaid Business and Policy
129 Pleasant Street, Annex I
Concord, NH 03301-23857
Telephone: 603 271-4823
Fax: 603-271-8194
Email: Jane.B.Turgeon@dhhs.state.nh.us

B. Contractor Contract Manager

To resolve issues or concerns about contract deliverables or other processes, the Contract Manager shall be:

Jenni Edwards
Director, State and Federal Contracts
Gulf South Medical Supply, Inc.
4345 Southpoint Blvd
Jacksonville, FL 32216
Telephone (904) 380-4537
Fax: (904) 332-3298
Email: jedwards@pssd.com

F. Performance Monitoring

A. Performance Measures

Contractor Initials: 
Date: 08/31/09

In order to achieve satisfactory performance, the Contractor must meet all the requirements of this contract. Specific monitoring will include the following standards:

- Maintain adequate distribution inventory to fill incoming orders from providers and beneficiaries;
- Ship all orders within 24 hours after receipt of order;
- Resolve provider/Medicaid beneficiary complaints within 5 business days;
- Achieve 100% compliance on maintenance of medical necessity documentation.

B. Reports

All report formats shall be reviewed and approved by the State. The bulk of this review and approval process shall occur during the implementation period. On an on-going basis, all meeting formats, agendas and attendees shall be reviewed and approved by the State at least one week prior to any scheduled meeting.

The Contractor shall provide specific reporting to the New Hampshire Medicaid program throughout the contract period.

Contractor reports include, but are not limited to:

- An implementation readiness report to be delivered 21 days prior to the anticipated end of the eight-week implementation period.
- A final Project Work Plan shall be due ten (10) business days after contract award and approval by Governor and Executive Council. Notwithstanding anything to the contrary, the State shall have the option to terminate the contract for default, at its discretion, if it is dissatisfied with the Contractor's Project Work Plan or elements within the Project Work Plan.
- Activity reports on both a monthly and quarterly basis. Activity reports shall include but not be limited to Contractor volume, and range of the Medicaid incontinence product provider-network.
- Quarterly contract performance status reports, beginning the first full quarter following end of the eight-week implementation period. The status reports will provide data requirements regarding performance measures.
- Annual summary of product quality and performance.
- Quarterly complaint reports, from both the Medicaid providers and recipients.

C. Department Compliance with State and Federal Requirements (Audits)

The Contractor will be required to cooperate and comply with any audit requirements imposed on the Department by State or Federal entities, as they relate to this Contract.

D. Accounting Requirements

The Contractor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the contract shall be ascertainable from the accounting

Contractor Initials: 

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system. The Contractor shall maintain records pertaining to the products and services and other costs and expenditures.

On an annual basis, the Contractor shall provide DHHS with at least one of the following:

1. The current Dunn & Bradstreet report on the firm; or
2. The firm's most recent audited financial statements and the firm's most recent un-audited quarterly financial statement; or
3. The firm's most recent income tax return.

E. Meetings

An Implementation Readiness Review Meeting will be held 5 business days prior to the end of the eight-week implementation period. Contractor participants must include the contract Project Manager and may include others as designated by the Contractor.

On a semi-annual basis, or more frequently, as determined by the State, the Contractor and the State shall participate in a contract performance review meeting, facilitated by the State Project Manager, at a State office location designated by the State. The format of the contract performance review meeting will be developed by DHHS, with input from the Contractor.

II. CONTRACT AMENDMENT AND EXTENSION:

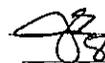
This contract is renewable for two (2) additional two-year periods subject to the State of NH and Contractor's prior written agreement on applicable fees and services for each contract extension and the approval by the Governor and Executive Council.

III. GOVERNING DOCUMENTS

All documents that make up this agreement, and the order of precedence of those documents for contract clarifications, are as follows.

The order of precedence shall be to look first to the language of the Contract, including standard contract form, "General Provisions" form P-37 (1/09) and next to the language of contract exhibits and appendices. Thereafter, the next governing document shall be the DHHS RFP # 09-OMBP-ISPS-03, Incontinence Supplier Preferred Suppliers, and the Contractor's Response to the Department's "Request for Proposal" (RFP) in "Bid One." In the Best and Final Offer phrase, Bid One was further modified in that the Contractor substituted an DHHS-approved subcontractor to do the work it initially proposed undertaking itself through its wholly owned subsidiary. The Department accepted the subcontractor model, described in "Bid Two," and maintained at the Bid One pricing. Accordingly, the role of an approved subcontractor is outlined in the Contractor's response to the RFP in Bid Two and the Contractor's response to the RFP in Bid Two is also relevant, giving priority to the contents of Bid One, with the exception of the description of an approved subcontractor's role in Bid Two. Bid One is controlling as to pricing, and all other content.

Contractor Initials:
Date:

 3/31/09

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Contractor Initials: JS
Date: 08/31/09

EXHIBIT A--- APPENDIX A DEFINITIONS

Terms appear in alphabetical order.

ASTM—see specifications.

This acronym stands for “American Society for Testing and Materials.”

Confidential Information

Information purportedly required to be kept confidential from unauthorized disclosure

State’s Confidential Records

The State’s information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.

Contract

Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.

Contract Managers

The persons identified by the State and the Contractor who shall be responsible, as liaisons, for all contractual authorization and administration of the Contract. These responsibilities include, but are not limited to, processing Contract documentation, obtaining or providing executive approvals, and tracking costs and payments. The Contract Managers shall function as the State’s and the Contractor’s representatives/ liaisons and points of contact with regard to review and acceptance of contract deliverables, invoice sign off, and review and approval of contract amendments, if any.

Contractor

A Corporation, University, or other entity responsible for providing contract deliverables. For the purposes of this Contract, the Contractor is Gulf South Medical Supply, Inc. References to the “Contractor” or “Contractor/subcontractor” when describing the Recipient model mean the Contractor, acting either directly or through its Department-approved subcontractor providing mail order services.

Deliverables

A deliverable is any Written or Service Deliverable (letter, report, meeting, other), provided by the Contractor to the State or under the terms of a contract requirement.

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Department

The Department of Health and Human Services, including but not limited to distinct subsets of the Department, such as the Office of Medicaid Business and Policy, the Division of Children, Youth and Family, and the Bureau of Elderly and Adult Services.

Effective Date

The date on which an agreement, such as a contract, takes effect.

Eligibility Verification System (EVS)

The telephonic system used by NH Medicaid providers to obtain eligibility status of individuals seeking Medicaid services.

FOB Destination

Designates the seller will pay shipping costs, and remain responsible for the goods until the buyer takes possession.

In the Provider Model, the "buyer" is the Medicaid provider and possession will occur when the Contractor ships product to the provider and the provider takes possession at the provider's primary business address/es. Multiple business locations may be identified as the provider's "designated ship-to location." The agreed fix price per unit shall not include the cost of delivery to recipient addresses.

In the Recipient Model, the Department is the "buyer" and possession will occur when the Contractor ships to, and the recipient takes possession at, the recipient's residential address. In this model, the recipient's residential address shall constitute the buyer's (Department's) designated ship-to location.

Governor and Executive Council

The New Hampshire Governor and Executive Council, which has sole authority to execute contracts.

Healthcare Common Procedure Code System (HCPCS)

A set of healthcare procedure codes based on American Medical Association's Current Procedural Terminology (CPT). The Healthcare Common Procedure Coding System (HCPCS) was established in 1978 to provide a standardized coding system for describing the specific items and services provided in the delivery of health care.

Implementation Period

The eight-week period commencing on the effective date of the Contract, i.e. the day Governor and Council signs/approves this Contract.

Incontinence Products

The products listed in the document in Exhibit A, Table B-1, to include diapers/briefs, liners, and pads and described in the Ingenix HCPCS Level II Expert manual published in 2008.

Contractor Initials: Date: 08/31/09

ISO - see specifications.

This acronym stands for "International Organization for Standardization." It is intentionally abbreviated "ISO."

Medicaid Management Information System (MMIS)

The claims payment system for reimbursement to providers for products and services.

MMIS Fiscal Agent

The entity responsible for processing applications for approval as a NH Medicaid provider and for managing the MMIS. This function is current operated by EDS. The contracted fiscal agent is subject to change during the contract term, and transition activities applicable to all providers will be applicable to Gulf South when acting in its capacity as an enrolled Medicaid provider.

Medicaid Recipient

Any individual who is eligible to receive Medicaid benefits on the date products and services were rendered. For the purpose of this contract, recipients are living in their home or similar community setting. Individuals receiving Medicaid products and services in hospitals, nursing home, or other facilities are not included in the target population served by this contract.

NH Medicaid Program

The Title XIX programs administered by the Department, which makes medical assistance available to eligible Recipients.

NH Medicaid Provider

An entity (vendor, pharmacy or other) enrolled in the MMIS system and able to submit claims for healthcare services provided to New Hampshire Medicaid recipients. In this contract, "NH Medicaid Provider" most commonly refers to durable Medicaid equipment vendors, pharmacies, or other entities that provide incontinence products and services to the target population and has not been designated by the Contractor, and approved by DHHS, as a subcontractor for incontinence products or services provided under this contract.

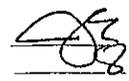
Normal Business Hours

Normal Business Hours are 8:00 a.m. to 4:30 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

Office of Medicaid Business and Policy (OMBP)

The agency within the Department of Health and Human Services responsible for Medicaid policy and management of the Medicaid benefit.

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Project Team

The group of State employees and consultants responsible for managing the processes and mechanisms required such that the products and services are procured in accordance with the project plan on time, on budget, and to the required specifications and quality.

Project Work Plan

A written overall plan of activities for the project created in accordance with the Contract. The plan delineates all tasks, activities, and events to be performed and deliverables to be produced under the project. The project work plan shall include a detailed description of the schedule, tasks/activities, deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task. The project work plan may evolve over time. Expanding upon the plan and/or providing additional details or new tasks does not require Contract amendment, but should be documented by the parties.

RFP (Request for Proposal)

A "Request For Proposal" is a document that solicits proposals to supply products and/or service resources according to specific terms and conditions in order to satisfy State functional requirements.

Specifications

The written specifications that set forth the requirements which include, without limitation, the RFP, the Contractor's bid/s, the Contract, any performance standards, documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved deliverables, and other specifications and requirements described in the contract documents. The specifications are, by this reference, made a part of the contract as though completely set forth herein.

ASTM American Society for Testing and Materials. This organization is one of the largest voluntary standards development organizations in the world. It is a widely used source for technical standards for materials, products, systems and services

ISO International Organization for Standardization. This organization is the world's largest non-governmental developer and publisher of international standards.

State

The State of New Hampshire reference to the term "State" shall include applicable agencies.

State Fiscal Year

The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.

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Subcontractor

A person, partnership, or company not in the employment of, or owned by, the Contractor, which is providing products and/or services under this Contract, under a separate contract with or on behalf of the Contractor. Any subcontractor must be approved, in advance, by DHHS.

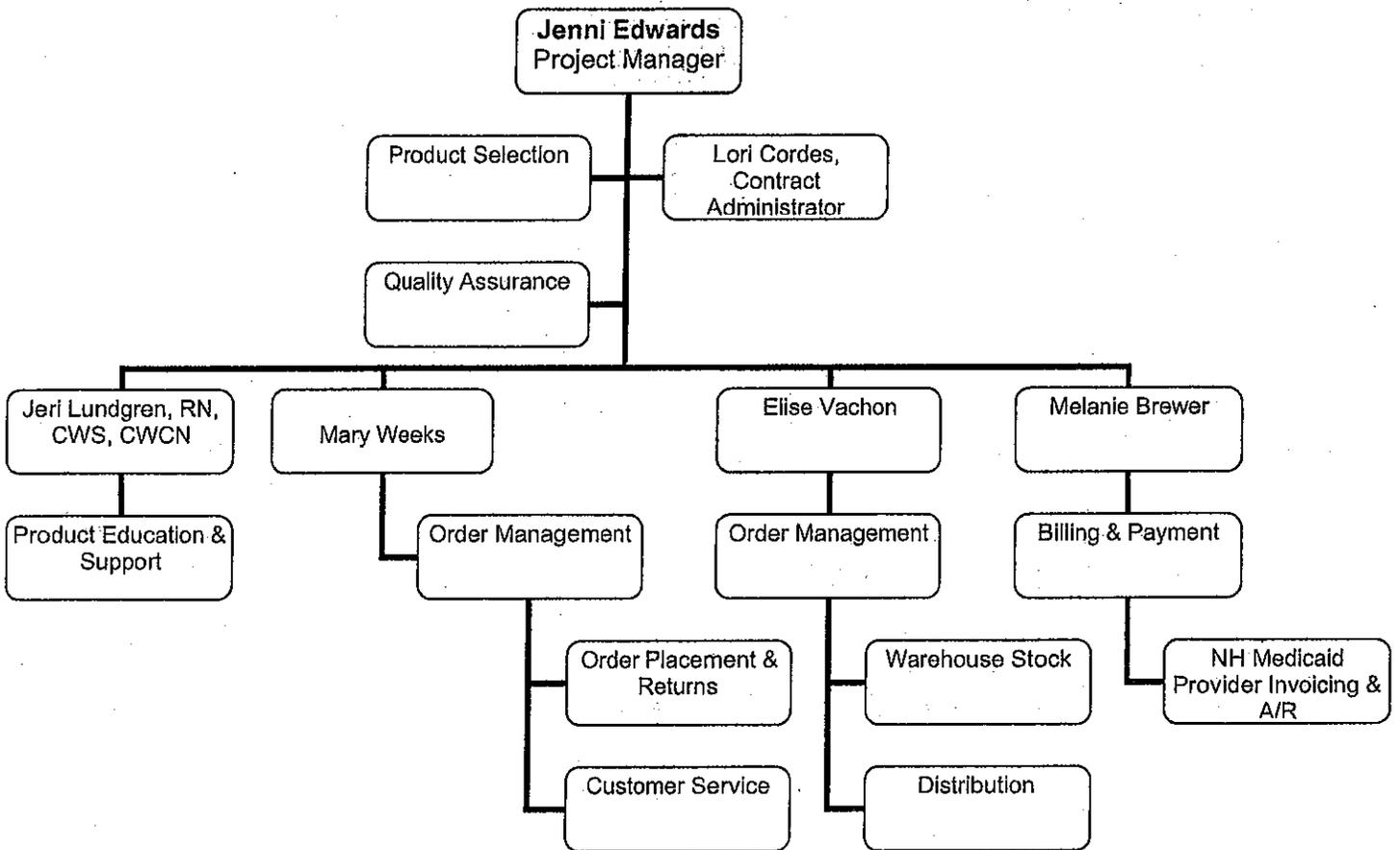
Unit

The quantity of measure applied to products identified in Exhibit A, Table B.1. For non-sterile gloves provided for incontinence purposes, one unit equals one box of 100 Latex gloves or one box of 250 Latex-free gloves. For all other contract products, one unit equals one item (diaper, liner, pad, etc.).

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EXHIBIT A – APPENDIX B

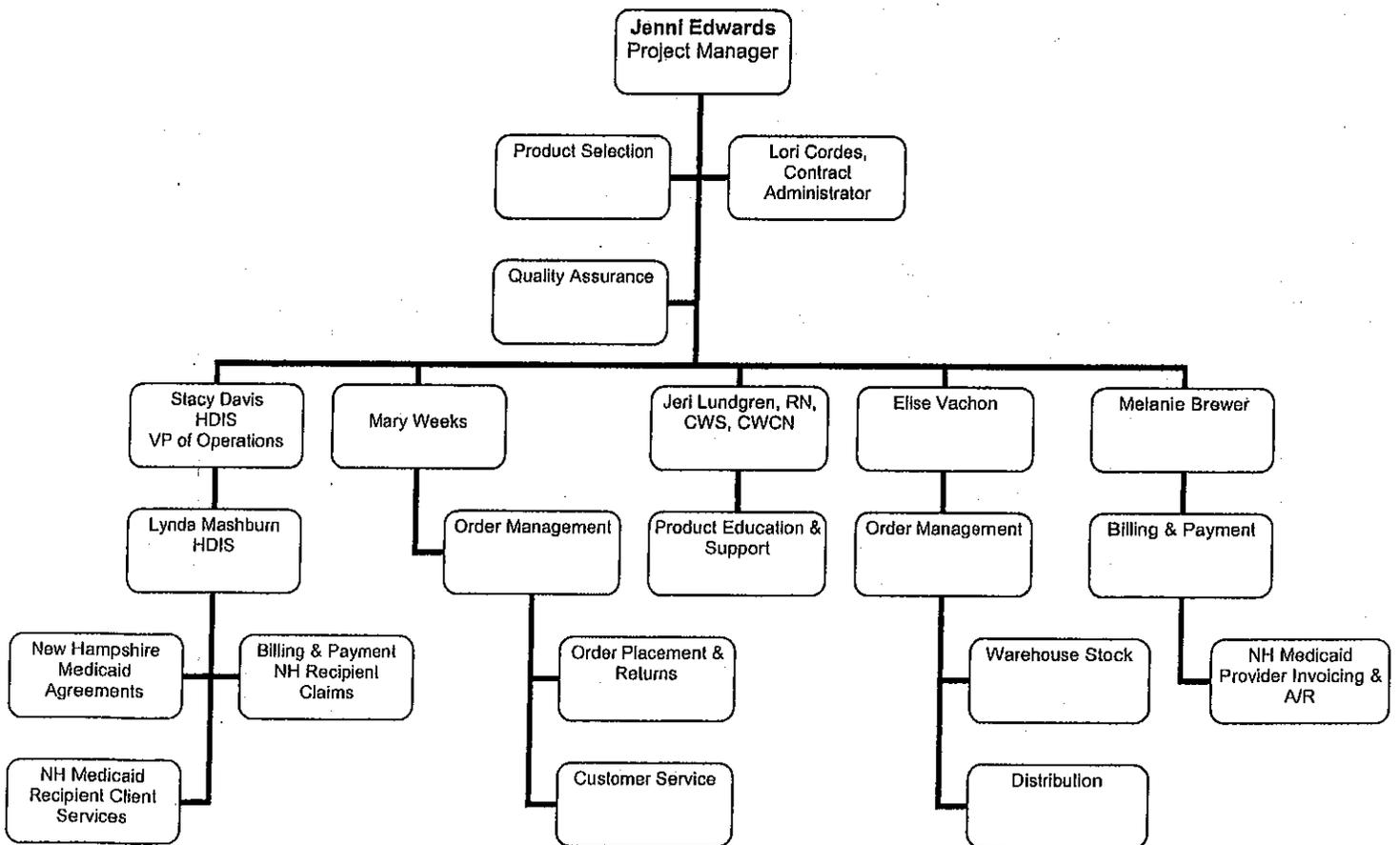
**CONTRACTOR KEY STAFF RESPONSIBILITIES
Flow Chart (Provider Model)**



Contractor Initials: JE
Date: 8/31/09

EXHIBIT A – APPENDIX B

**CONTRACTOR KEY STAFF RESPONSIBILITIES
Flow Chart (Recipient Model)**



* Yellow = HDIS Staff

Contractor Initials: JE
Date: 8/31/09

EXHIBIT A – APPENDIX B

CONTRACTOR KEY STAFF RESPONSIBILITIES

Role	Name	Delivery Model(s)	Responsibilities	Contact Information
Contract Manager	Jenni Edwards, Director, State & Federal Contracts	Providers Recipient	Oversight of entire project (RFP through Award, Implementation and Service contract)	jedwards@pssd.com 904-380-4537 Gulf South Medical Supply, Inc. 4345 Southpoint Blvd Jacksonville, FL 32216
Quality Assurance	Jenni Edwards, Director, State & Federal Contracts	Providers Recipient	Oversight of QA Team to ensure that the quality of products, delivery, education, and service meet contract obligations for Independent Medical Supplier Model. In the event that product substitutions are required during the contract term, or the quality or performance of products comes under question, or that recipients' medical necessity requires non-standard product, work with manufacturers, review specifications, recommend substitute products	jedwards@pssd.com 904-380-4537 Gulf South Medical Supply, Inc. 4345 Southpoint Blvd Jacksonville, FL 32216
Product Education and Support:	Jeni Lundgren, RN, Director, Wound & Contingence Management	Providers	Coordination of Education and Support pertaining to products and their intended uses for Providers	jeni.lundgren@pathwayhealth.com 612-805-9703 Gulf South Medical Supply, Inc. 4345 Southpoint Blvd Jacksonville, FL 32216
Order Management:	Mary Weeks Team NE Customer Service Team Supervisor	Providers	Oversight in order to guarantee timely and accurate order entry and customer service for Providers	mweeks@gssms.com 601-856-5900 x 3364 Gulf South Medical Supply, Inc. 173 E. Market Ridge, Ridgeland, MS 39157
Order Management	Elise Vachon NH Distribution Center Operations Leader	Providers Recipient	Oversight of warehouse / distribution to provide order accuracy and timely delivery for Providers and Recipients	evachon@gssms.com 603-537-2300 Gulf South Medical Supply, Inc. 14 N. Wentworth Ave, Londonderry, NH 03053
NH Medicaid Agreements	Lynda Mashburn Medicaid Unit Leader	Recipient	Responsible for completing application, enrolling and maintaining enrollment as NH Medicaid Provider, and making sure that all NH Medicaid Policies and Procedures are followed.	mashlyn@sbcglobal.net 314-209-9638 HDIS 11223 Lakewood Crossing Dr Bridgeton, MO 63044

Contractor Initials:
Date: 8/21/08

EXHIBIT A – APPENDIX B

CONTRACTOR KEY STAFF RESPONSIBILITIES

Client Services	Lynda Mashburn Medicaid Unit Leader	Recipient	Oversight of Customer Service Team responsible for incoming and outgoing New Hampshire Medicaid recipient calls, satisfaction and interaction.	mashlynn@sbcglobal.net 314-209-9638 HDIS 11223 Lakewood Crossing Drive, Bridgeton, MO 63044
Order Management for Recipients	Lynda Mashburn Medicaid Unit Leader	Recipient	Oversight of HDIS quality assurance process to ensure the quality of products, delivery, education and service meet contractual obligations for the direct to recipient model.	mashlynn@sbcglobal.net 314-209-9638 HDIS 11223 Lakewood Crossing Drive, Bridgeton, MO 63044
Product Education and Support for Recipients	Lynda Mashburn Medicaid Unit Leader	Recipient	Oversight in order to guarantee timely and accurate order entry and customer service.	mashlynn@sbcglobal.net 314-209-9638 HDIS 11223 Lakewood Crossing Drive, Bridgeton, MO 63044
Billing and Payment	Lynda Mashburn Medicaid Unit Leader	Recipient	Direct to recipients products – oversight eligibility and prior authorization as well as through and accurate claims management.	lmashlynn@sbcglobal.net 314-209-9638 HDIS 11223 Lakewood Crossing Dr Bridgeton, MO 63044
Billing and Payment	Melanie Brewer, Director, Credit & Collections	Provider	NH Medicaid provider invoice and A/R management.	mbrewer@ggsms.com, 904-332-3469 HDIS 4345 Southpoint Blvd Jacksonville, FL 32216

Contractor Initials: MB
Date: 8/31/09

EXHIBIT B**METHODS AND CONDITIONS PRECEDENT TO PAYMENT****I. BILLING AND PAYMENT****A. Introduction****A1 Provider Model**

All NH Medicaid providers shall use the Contractor as the supplier of incontinence products for serving NH Medicaid recipients. The Contractor shall charge aforementioned providers the total unit price as described in Table 1.1, Column C. The total unit price includes shipping and delivery costs to the provider and other elements describe in Exhibit A, including but not limited to, provider outreach and education, product returns and order management. The Contractor shall be solely responsible for collecting receivables from providers.

Consistent with the NH Medicaid Provider Agreement, the Department will reimburse Medicaid providers for incontinence products and services provided to NH Medicaid recipients. The provider will be responsible for paying the Contractor for product, consistent with any standard account agreement, which the provider and the Contractor have executed. The Department shall have no role to play, and is fully independent of, any questions or issues, including but not limited to payment, that may arise between a Medicaid provider and the Contractor.

A2 Recipient Model

The Contractor shall, either directly or through a Department-approved subcontractor operate a mail order service to provide incontinence products to NH Medicaid recipients. Claims shall be submitted by the Contractor's DHHS-approved subcontractor directly to the NH MMIS fiscal agent in accordance with procedures and guidelines outlined in the MMIS billing manuals, the Administrative Rules, and the NH Medicaid Provider Agreement. The Department shall reimburse the Contractor's DHHS-approved subcontractor the total per unit price for incontinence products and services as described in Table 1.2, Column C. The total per unit price is inclusive of products costs and service costs including, but not limited to, shipment and delivery to recipients, maintenance of medical necessity documentation, and other elements described in Exhibit A.

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Table 1 – Product and Service Price Per T-Code				
Table 1.1 – Provider Model				
Total per unit and service per unit price by T-code when Contractor is interfacing with Medicaid providers. The Contractor will be paid by the Medicaid provider at the total per unit price. The Medicaid provider will be reimbursed by the Department pursuant to the Medicaid Provider Agreement.				
Procedure Code	Product Description	A. Product Price/Unit	B Service Price/Unit	C. Total Unit Price ¹
T4521	Disposable incontinence product brief/diaper, Small			
	Daytime Absorbency	\$ 0.32	\$ -	\$ 0.32
	Nighttime Absorbency	\$ 0.32	\$ -	\$ 0.32
T4522	Disposable incontinence product brief/diaper, Med			
	Daytime Absorbency	\$ 0.32	\$ -	\$ 0.32
	Nighttime Absorbency	\$ 0.35	\$ -	\$ 0.35
T4523	Disposable incontinence product brief/diaper, Large			
	Daytime Absorbency	\$ 0.39	\$ -	\$ 0.39
	Nighttime Absorbency	\$ 0.43	\$ -	\$ 0.43
T4524	Disposable incontinence product, brief/diaper, X-Lrg			
	Daytime Absorbency	\$ 0.46	\$ -	\$ 0.46
	Nighttime Absorbency	\$ 0.49	\$ -	\$ 0.49
T4533	Youth sized disposable incontinence product, brief/diaper			
	Daytime Absorbency	\$ 0.33	\$ -	\$ 0.33
	Nighttime Absorbency	\$ 0.33	\$ -	\$ 0.33
T4543	Disposable incontinence product brief/diaper, Bariatric			
	Daytime Absorbency	\$ 0.71	\$ -	\$ 0.71
	Nighttime Absorbency	\$ 0.71	\$ -	\$ 0.71
T4525	Disposable incontinence product Protective Underwear/Pull-ons, Small			
	Daytime Absorbency	\$ 0.43	\$ -	\$ 0.43
	Nighttime Absorbency	\$ 0.43	\$ -	\$ 0.43
T4526	Disposable incontinence product Protective Underwear/Pull-ons, Med			
	Daytime Absorbency	\$ 0.43	\$ -	\$ 0.43
	Nighttime Absorbency	\$ 0.43	\$ -	\$ 0.43
T4527	Disposable incontinence product Protective Underwear/Pull-ons, Large			
	Daytime Absorbency	\$ 0.43	\$ -	\$ 0.43
	Nighttime Absorbency	\$ 0.47	\$ -	\$ 0.47
T4528	Disposable incontinence product, Protective Underwear/Pull-ons, X-Lrg			
	Daytime Absorbency	\$ 0.55	\$ -	\$ 0.55
	Nighttime Absorbency	\$ 0.60	\$ -	\$ 0.60
T4534	Youth sized disposable incontinence product, Protective Underwear/Pull-ons			
	Daytime Absorbency	\$ 0.44	\$ -	\$ 0.44
	Nighttime Absorbency	\$ 0.44	\$ -	\$ 0.44
T4535	Disposable liner/shield/guard/pad undergarment for incontinence			
	Light Absorbency	\$ 0.18	\$ -	\$ 0.18
	Moderate Absorbency	\$ 0.21	\$ -	\$ 0.21

¹ Prices are FOB Destination to Medicaid providers and inclusive of all associated costs, such as customer services, prior authorization and training activities as specified in Exhibit A.

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	Heavy Absorbency	\$ 0.24	\$ -	\$ 0.24
T4541	Incontinence product, disposable under pad, large	\$ 0.18	\$ -	\$ 0.18
A4927	Disposable non-sterile examination gloves, Latex: 100 per box and Latex-free: 250 per box	\$ 6.00	\$ -	\$ 6.00

Table 1.2 -- Recipient Model				
Total per unit supply and service price by T-code when Contractor/subcontractor is interfacing directly with Medicaid recipients. The Contractor/subcontractor shall submit claims pursuant to the Medicaid Provider Agreement and shall be reimbursed at the total unit price.				
Procedure Codes		A. Product Price/Unit	B Service Price/Unit	C Total Unit Price ²
T4521	Disposable incontinence product brief/diaper, Small			
	Daytime Absorbency	\$ 0.32	\$ 0.11	\$ 0.43
	Nighttime Absorbency	\$ 0.32	\$ 0.11	\$ 0.43
T4522	Disposable incontinence product brief/diaper, Med			
	Daytime Absorbency	\$ 0.32	\$ 0.11	\$ 0.43
	Nighttime Absorbency	\$ 0.35	\$ 0.12	\$ 0.47
T4523	Disposable incontinence product brief/diaper, Large			
	Daytime Absorbency	\$ 0.39	\$ 0.13	\$ 0.52
	Nighttime Absorbency	\$ 0.43	\$ 0.14	\$ 0.57
T4524	Disposable incontinence product, brief/diaper, X-Lrg			
	Daytime Absorbency	\$ 0.46	\$ 0.15	\$ 0.61
	Nighttime Absorbency	\$ 0.49	\$ 0.16	\$ 0.65
T4533	Youth sized disposable incontinence product, brief/diaper			
	Daytime Absorbency	\$ 0.33	\$ 0.11	\$ 0.44
	Nighttime Absorbency	\$ 0.33	\$ 0.11	\$ 0.44
T4543	Disposable incontinence product brief/diaper, Bariatric			
	Daytime Absorbency	\$ 0.71	\$ 0.23	\$ 0.94
	Nighttime Absorbency	\$ 0.71	\$ 0.23	\$ 0.94
T4525	Disposable incontinence product Protective Underwear/Pull-ons, Small			
	Daytime Absorbency	\$ 0.43	\$ 0.14	\$ 0.57
	Nighttime Absorbency	\$ 0.43	\$ 0.14	\$ 0.57
T4526	Disposable incontinence product Protective Underwear/Pull-ons, Med			
	Daytime Absorbency	\$ 0.43	\$ 0.14	\$ 0.57
	Nighttime Absorbency	\$ 0.43	\$ 0.14	\$ 0.57
T4527	Disposable incontinence product Protective Underwear/Pull-ons, Large			
	Daytime Absorbency	\$ 0.43	\$ 0.16	\$ 0.59
	Nighttime Absorbency	\$ 0.47	\$ 0.16	\$ 0.63
T4528	Disposable incontinence product, Protective Underwear/Pull-ons, X-Lrg			
	Daytime Absorbency	\$ 0.55	\$ 0.20	\$ 0.75
	Nighttime Absorbency	\$ 0.60	\$ 0.20	\$ 0.80
T4534	Youth sized disposable incontinence product, Protective Underwear/Pull-ons			
	Daytime Absorbency	\$ 0.44	\$ 0.15	\$ 0.59
	Nighttime Absorbency	\$ 0.44	\$ 0.15	\$ 0.59
T4535	Disposable liner/shield/guard/pad undergarment for incontinence			
	Light Absorbency	\$ 0.18	\$ 0.06	\$ 0.24

² All prices are FOB Destination to recipients' homes and inclusive of all associated costs, such as customer services, prior authorization and training activities as specified in Exhibit A.

Contractor Initials:

Date:

 3/109

	Moderate Absorbency	\$ 0.21	\$ 0.07	\$ 0.28
	Heavy Absorbency	\$ 0.24	\$ 0.08	\$ 0.32
T4541	Incontinence product, disposable under pad, large	\$ 0.18	\$ 0.06	\$ 0.24
A4927	Disposable non-sterile examination gloves, Latex: 100 per box and Latex-free: 250 per box	\$ 6.00	\$ 2.00	\$ 8.00

II. CONTRACT VOLUMES

This contract is based upon a fixed product-per-unit price and a fixed service-per-unit price for the Contract term. Accordingly, no maximum or minimum product volume is guaranteed. Similarly, the percentage of the Medicaid population served by this Contract who may choose to obtain incontinence products through the contractor acting in its capacity as an enrolled Medicaid provider is indeterminate: no maximum or minimum percentage is guaranteed.

Any quantities set forth in this contract are estimates only, and the Contractor shall supply, at bid prices, the actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

Subject to the above caveats, incontinence volume for the Contract terms has been forecasted for the purposes of establishing a price limitation for this Contract. The forecast is based upon State Fiscal Year 2009 utilization figures, including a projected increase for anticipated growth in the Medicaid population over the Contract term, and is detailed by T-code in Table 2. For practical purposes, it has been assumed that twenty percent (20%) of the Medicaid population who use incontinence products will elect to obtain their products through the mail order service, and have products mailed directly to their residences. Accordingly, subject to the same caveats, for practical purposes it is assumed that eighty percent (80%) of products will be distributed through other Medicaid providers.

III. CONTRACT PRICE LIMITATION

The Contract total based upon estimated usage is projected to be \$3,013,081.72 based upon previous incontinence volumes and the Contractor's cost proposal. For the purposes of having a price limitation, the price limitation for this Contract is \$3,465,043.98. See Table 3 for calculation details by State Fiscal Year for the Contract term.

Contractor Initials: 
Date: 08/31/09

Table 2

Estimated Incontinence Supply Utilization by T-Code

Procedure Codes	Total Utilization SFY09	Provider Model (80%)	Recipient Model (20%)
T4521	29,712	23,770	5,942
Daytime Absorbency	14,856	11,885	2,971
Nighttime Absorbency	14,856	11,885	2,971
T4522	138,354	110,683	27,671
Daytime Absorbency	69,177	55,342	13,835
Nighttime Absorbency	69,177	55,342	13,835
T4523	129,846	103,877	25,969
Daytime Absorbency	64,923	51,938	12,985
Nighttime Absorbency	64,923	51,938	12,985
T4524	69,150	55,320	44,256
Daytime Absorbency	34,575	27,660	6,915
Nighttime Absorbency	34,575	27,660	6,915
T4533	505,986	404,789	101,197
Daytime Absorbency	252,993	202,394	50,599
Nighttime Absorbency	252,993	202,394	50,599
T4543	18,000	14,400	3,600
Daytime Absorbency	9,000	7,200	1,800
Nighttime Absorbency	9,000	7,200	1,800
T4525	29,712	23,770	5,942
Daytime Absorbency	14,856	11,885	2,971
Nighttime Absorbency	14,856	11,885	2,971
T4526	138,354	110,683	27,671
Daytime Absorbency	69,177	55,342	13,835
Nighttime Absorbency	69,177	55,342	13,835
T4527	129,846	103,877	25,969
Daytime Absorbency	64,923	51,938	12,985
Nighttime Absorbency	64,923	51,938	12,985
T4528	69,150	55,320	13,830
Daytime Absorbency	34,575	27,660	6,915
Nighttime Absorbency	34,575	27,660	6,915
T4534	505,986	404,789	101,197
Daytime Absorbency	252,993	202,394	50,599
Nighttime Absorbency	252,993	202,394	50,599
T4535	180,456	144,365	36,091
Light Absorbency	60,152	48,122	12,030
Moderate Absorbency	60,152	48,122	12,030
Heavy Absorbency	60,152	48,122	12,030
T4541	155,292	124,234	31,058
A4927	8,004	6,403	1,601
TOTALS	2,107,848	1,686,278	421,570

Contractor Initials: 
Date: 08/31/09

Table 3

“Estimated Expenses and Projected Total Contract Price per State Fiscal Year”

State Fiscal Year	Population Increase	Service Model	Program Cost Element	Cost / Year	SFY Duration	Estimated Contract Expense	Price Limitation Factor	Total Contract Price
2010	8.50%	Recipient	Product/Service	\$300,998.79	0.75	\$225,749.09	15%	\$259,611.45
		Provider	Product	\$719,278.10		\$539,458.58		\$620,377.36
2011	8.00%	Recipient	Product/Service	\$325,078.69	1.00	\$325,078.69	SFY10 Total	\$879,988.82
		Provider	Product	\$776,820.35		\$776,820.35		\$373,840.49
2012	4.00%	Recipient	Product/Service	\$338,081.84	1.00	\$338,081.84	SFY11 Total	\$1,267,183.90
		Provider	Product	\$807,893.17		\$807,893.17		\$388,794.11
					TOTAL	\$3,013,081.72	SFY12 Total	\$1,317,871.26
								\$3,465,043.98

Contractor Initials: SE Date: 08/31/09

NH Department of Health and Human Services**STANDARD EXHIBIT C****SPECIAL PROVISIONS**

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than

such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be

disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, _____, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

16. Additional special provisions are set forth in Exhibit C-1 attached hereto and incorporated by reference.

requirements set forth in this contract as they apply to the Recipient Model including but not limited to the terms and conditions contained in the General Provisions, Form P-37. The Contractor accepts sole and complete responsibility for meeting all requirements and terms and conditions specified in this contract, the Contractor's bid/s, and the RFP, regardless of whether or not the Contractor uses any subcontractor/s. The State considers the Contractor the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract."

3. PUBLIC DISCLOSURE

The provisions of the "General Provisions," Form P-37, paragraph 9.3 is hereby supplemented by the addition of the following:

The content of each proposal submitted in response to the DHHS' Incontinence Products RFP shall become public information once the Governor and Executive Council have approved this contract. Insofar as the Contractor seeks to maintain the confidentiality of its allegedly confidential or proprietary information, the Contractor must have clearly identified in writing the information it claims to be confidential or proprietary in its initial bid submission. The Contractor acknowledges that DHHS and OMPB are subject to New Hampshire's Right to Know Law, NH RSA 91-A. DHHS and OMBP shall maintain the confidentiality of the identified confidential and /or proprietary information insofar as doing so is consistent with applicable laws or regulations, including but not limited to NH RSA 91-A. In the event that DHHS and/or OMBP receives a request for the information identified by Contractor as confidential and/or proprietary, DHHS and/or OMBP shall notify the Contractor and specify the date DHHS and/or OMBP will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be Contractor's responsibility and at the Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, DHHS and/or OMBP shall release the information on the date DHHS and/or OMBP specifies in DHHS and/or OMBP's notice to Contractor, without any State, DHHS or OMBP liability to Contractor.

The above terms and process shall apply to any contract data or information requested throughout the contract term, however, the Contractor shall have an opportunity to review and label "confidential" and/or "proprietary" contract data when requested, in advance of the Department and/or OMBP's determination as to whether data or other information should be protected.

4. NOTICE

Paragraph 17 of the "General Provisions, Form P-37, is hereby replaced with the following:

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage pre-paid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4 herein. In addition to the above method of delivery, a party may use United Parcel Service (UPS) or Federal Express, so long as delivery can be verified and requires the signature of the party to whom the notice is delivered.

5. Documentation:

The provisions of the Department's standard "Exhibit C", paragraph 4, are hereby amended by the addition of the following sentence.

The requirements in this paragraph, paragraph 4, only apply to the Contractor's role in working directly with Medicaid recipients to provide them with incontinence supplies under the "Recipient Model" as described in Exhibit A. The Contractor is not required to maintain a data file on Medicaid recipients who access incontinence supplies through the "Provider Model," because the Contractor does not have access to those records.

6. Records: Maintenance, Retention, Audit, Disclosure and Confidentiality

a) The provisions of the Department's standard "Exhibit C" paragraph 9.2 are hereby amended by the addition of the following sentence:

The requirements of this paragraph, paragraph 9.2, only apply to the Contractor's role in working directly with Medicaid recipients to provide them with incontinence supplies under the "Recipient Model" as described in Exhibit A. The Contractor is not required to maintain records for Medicaid recipients who access incontinence supplies through the "Provider Model," because the Contractor does not have access to those records.

b) The provisions of the Department's standard "Exhibit C" paragraph 9.3 are hereby amended by the addition of the following sentence:

The requirements of this paragraph, paragraph 9.3, only apply to the Contractor's role in working directly with Medicaid recipients to provide them with incontinence supplies under the "Recipient Model" as described in Exhibit A. The Contractor is not required to retain medical records for Medicaid recipients who access incontinence supplies through the "Provider Model," because the Contractor does not have access to those records.

7. Reports: Fiscal and Statistical

The provisions of the Department's standard "Exhibit C" paragraph 12 are hereby amended by the addition of the following sentence to paragraph 12.1

The parties will work together to determine information the Department needs to satisfy any interim financial reporting requirements. OMBP has not identified a specific "financial form" at this time. Reasonable requests for interim financial information shall not be refused by the Contractor. In addition, as this contract is a fixed-rate contract for incontinence products (in contrast to nursing home rates, for example) the parties do not anticipate that the Vendor will supply a "rate of payment" justification.

NH Department of Health and Human Services**STANDARD EXHIBIT D****CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

See attached List Named 45A

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

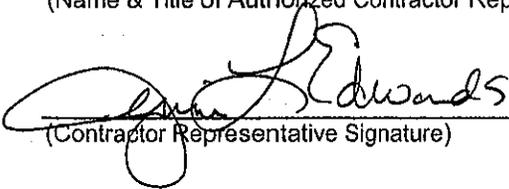
Gulf South Medical Supply, Inc From: 9/9/2009 To: 6/30/2012

(Contractor Name)

(Period Covered by this Certification)

Jenni L. Edwards, Director, State & Federal Contracts

(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

8/31/2009
(Date)



Gulf South Medical Supply, Inc
Corporate Office
4345 Southpoint Blvd, Jacksonville, Florida 32216
904-332-3000

New England
Manchester, NH
14 N. Wentworth Avenue
Londonderry, NH 03053
Phone: 603-537-2300
Fax: 603-537-2305

Northeast
Harrisburg, PA
1400 AIP Drive
Middletown, PA 17057
Phone: 717-944-8091
Fax: 717-944-8085

Ohio Valley
Columbus, OH
915 Taylor Road
Gahanna, OH 43230
Phone: 614-501-9080
Fax: 614-501-9088

Mid Atlantic
Raleigh, NC
9301 Globe Center Drive, Suite 110
Morrisville, NC 27560
Phone : 919-484-8852
Fax: 919-544-9703

Southeast
Atlanta, Ga
8220 Troon Circle, Suite 200
Austell, Ga 30168
Phone: 770-745-9140
Fax: 770-819-7720

Southern
Jackson, MS
173 E. Market Ridge
Ridgeland, MS 39157
Phone: 601-856-5900
Fax: 800-827-2002

Florida
Orlando, Florida
2501 Investors Row, Suite 1000
Orlando, Fl 32837
Phone: 407-850-6068
Fax: 407-850-5597

Louisiana
West Manroe, LA
432 Gayle Avenue
Plain Dealing, LA 71064
Phone: 318-797-8179
Fax: 318-326-7613

Midwest
Madison, WI
4349 Duraform, Lane
Windsor, WI 53598
Phone: 608-846-0642
Fax: 608-846-0620

Great Plains
Omaha, NE
7735 South 134th Street, Suite 109
Omaha, NE 68138
Phone: 402-861-8840
Fax: 402-861-1642

Northwest
Sacramento, CA
4291 Pell Drive
Sacramento, CA 95838
Phone: 916-922-3480
Fax: 916-922-3466

Lonestar
Dallas, TX
510 N. Peachtree Road, Suite 100
Mesquite, TX 75149
Phone: 972-285-5449
Fax: 972-285-5055

Southern Pacific
Ontario, CA
2151 S, Proforma Ave
Ontario, Ca 91761
Phone: 909-773-0272
Fax: 909-923-9956

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

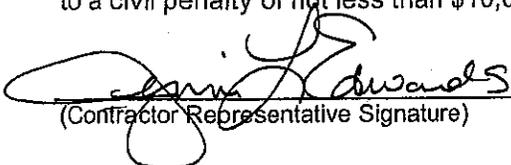
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: 9/9/09 through 6/30/2012

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

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

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


(Contractor Representative Signature)

Jenni L. Edwards, Director State & Federal Contracts
(Authorized Contractor Representative Name & Title)

Gulf South Medical Supply, Inc.
(Contractor Name)

8/31/2009
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

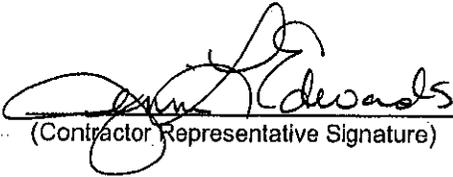
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

Jenni L. Edwards, Director State & Federal Contracts

(Authorized Contractor Representative Name & Title)

Gulf South Medical Supply, Inc.

(Contractor Name)

8/31/2009

(Date)

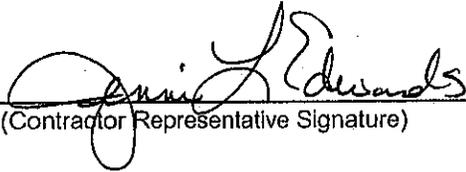
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Jenni L. Edwards, Director State & Federal Contracts
(Authorized Contractor Representative Name & Title)

Gulf South Medical Supply, Inc.
(Contractor Name)

8/31/2009
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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


(Contractor Representative Signature)

Jenni L. Edwards, Director State & Federal Contracts
(Authorized Contractor Representative Name & Title)

Gulf South Medical Supply, Inc.
(Contractor Name)

8/31/2009
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) **Use and Disclosure of Protected Health Information**

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

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

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

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

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

(3) **Obligations and Activities of Business Associate**

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

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

- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

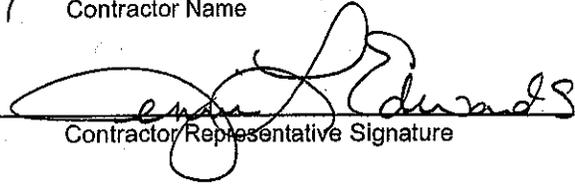
(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

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

Office of Medicaid Business + Policy Gulf South Medical Supply, Inc
 State of New Hampshire Agency Name Contractor Name

Kathleen A. Dunn (mn)
 Signature of Authorized Representative


 Contractor Representative Signature

Kathleen A. Dunn, MPH
 Authorized DHHS Representative Name

Jenni L. Edwards
 Authorized Contractor Representative Name

Director
 Authorized DHHS Representative Title

Director State & Federal Contracts
 Authorized Contractor Representative Title

9/1/09
 Date

8/31/2009
 Date

Jenni L. Edwards

4345 Southpoint Blvd, Jacksonville, FL 32216 • JEdwards@gsms.com

Overview

High energy, results oriented professional with over seventeen years of demonstrated achievement in all phases of healthcare administration, to include: patient care, sales & marketing (services as well as equipment & supplies), customer service, claims processing, proposal writing, recruiting, contract negotiations, A/P & A/R, budget planning, financial reporting, payroll, event planning and project management.

Experience

March 2005 - Present *Gulf South Medical Supply, Inc./Physicians Sales & Service, Inc.*

Director, State & Federal Contracts

- Responsible for overseeing all aspects of responding to RFP/RFQ's: marketing package, pricing, etc. for both divisions (GSMS/PSS). Develop relationships with manufacturers, negotiate special government contract pricing. Maintain extensive working knowledge of product lines, reimbursement as it applies to the assigned accounts and overall industry issues and events. Attend trade shows, seminars & branch sales meetings.
- Develop new business relationships with state and federal customers. Attend/coordinate site visits and new start-up meetings. Assist sales reps & customers with issues regarding contracts.
- Work in field with sales reps, sales leaders and zone VP's to build and manage business. Mentor sales reps & sales leaders on supporting/growing business in assigned accounts.

March 2003 – March 2005 *Medical Development International*

SE Region Contract Manager

- Market and sales of healthcare services to the Federal Bureau of Prisons. Assist with writing responses to RFP's, as well as Physician/Facility/Ancillary Provider recruitment and retention. Negotiate rates and contracting with all levels of healthcare providers to build network in the requested/contracted area.
- Manage the day-to-day healthcare of federal inmates in the southeast region of the United States by coordinating onsite specialty healthcare clinics at the prisons and scheduling of offsite physician visits and surgeries. Also review and authorize day to day inpatient care. Oversee provider credentialing process and manage database to maintain up-to-date credentials.
- Client invoicing/billing, Claims processing and authorization of payment for services provided in the region. Professional review of claims, coordinate closure of YRegs with prisons – enabling them to de-obligate funds more efficiently.
- Training of new staff, onsite training programs and start-up meetings.

July 2000 – March 2003 *Self Employed*

Consultant/Contract Employee

- New Practice/Office Start-up or Re-organization. Evaluate office production, interpret and enforce standard office policies to maintain/improve efficiency of workflow. Recruit necessary office staff. Direct the activities of practice to insure smooth operations and financial success.
- Financial Management - provided A/P & A/R, payroll and contracting services to small provider groups.
- Not-for-Profit Organizations... Provided marketing services to increase client growth and volunteer assistance. Also have assisted with Volunteer Coordination, Fund Raising, Event Planning and Grant Writing.

February 1998 – July 2000 University of Texas**Manager, Patient Business Services**

Health Science Center, Ft. Worth, Texas

- Reviewed organizational structure and made recommendations to the Board of Directors for a re-organization of the Patient Business Services department, saving the practice plan approximately \$80,000.
- Managed Supervisors and staff responsible for third party and self-pay billing/collections and cash posting, patient registration, customer service, financial reporting for a 250 physician multi-specialty academic practice.

MD Anderson Cancer Center, Houston, Texas

- Managed supervisors and staff performing function of billing and collections, payment posting, audit and refunds for 500 provider academic practice specializing in oncology. Responsible for oversight and development of new Policy and Procedure manual.

March 1996 – February 1998 Cook Children's Medical Center**Managed Care Contract Coordinator**

- Initiated and negotiated new managed care contracts for facility and 250 providers. Analyzed fee schedules and set parameters for contracting.
- Reviewed contract compliance and reimbursement for negotiated agreements by working closely with Patient Accounting and Legal departments. Reported on profit and loss of managed care contracts.

January 1992 - February 1996 Devereux & Associates, PA**Business Manager/Administrator**

- Managed all business operations for multi-site behavioral health practice including registration, scheduling, A/P & A/R, staffing, payroll, marketing and contract negotiations.
- Reviewed North Florida market for the development of HMO/PPO mental health provider networks. Oversaw development and maintenance of the network.

August 1990 - January 1992 UT Vanderbilt Medical Center**Pediatric Respiratory Therapist**

- Worked in the pediatric intensive care unit with all levels of healthcare providers. Provided respiratory care to critically ill patients through vent care, ABG's, and various types of breathing treatments. Developed treatment and discharge plans with physicians.

Certifications

Past Member American College of Medical Practice Executives

Certified CPT & ICD-9 Coding

Certified in HIPAA Compliance 2002

References

Billy Williams 1-800-532-4035 ext 1833

Ladd Nichols 1-800-532-4035 ext 1652

Donna Randazzo 407-843-2777

Stacy L. Davis

1028 Kehrs Mill Rd
Ballwin, Missouri 63011
(314) 920-7608
stacy@hdis.com

Professional Experience**Home Delivery Incontinent Supplies (St. Louis, Missouri)****Vice President of Operations****April 2007 - Present**

- Plan, develop, organize, implement, direct and evaluate the organization's customer service departments' function and performance. Those departments include Customer Care, Customer Correspondence, Outreach, Medicaid /Third Party, Warehouse and Facilities. Includes 5 direct reports and 120 frontline employees.
- Provide on-going training and development for such managers, as well as perform yearly performance reviews and wage recommendations
- Set performance standards to meet service goals of the company
- Coordinate the execution of marketing activities through volume forecasts, planning, training and reporting on results
- Develop and implement procedures pertinent to the effective and efficient operation of the Operations Departments
- Participate in the leadership of the organization formally through participation on the Executive Team and Leadership team as well as informally through interactions with all employees
- Manage the budget and other financial measures of the Operations Departments
- Establishes operations standards for cost control, waste reduction, quality, safety, and customer service
- Build, develop and manage operations leadership team capable of carrying out needed operations strategies and improving employee relations

Director of Customer Relationships**February 2002– April 2007**

- Directed a team of 4 direct reports and 50 frontline employees
- Coordinated all facets of the customer interaction for consistency communications, quality and service metrics
- Purchased, designed, installed a \$500K state of the art computer / telephony system
- Appointed the role of Project Manager for an in-house, custom written computer system which supports all areas of the business (cutover December 2006)
- Developed Management 101 (in-house management training module) and instituted a Customer Quality Assurance Initiative

Call Center Director**March 1999 – February 2002**

- Managed a team of 30 employees
- Responsible for hitting performance standards (service levels, abandon rate) for inbound and outbound calls
- Responsible for all facets of employee management including: interviewing, hiring recommendations for new representatives, monthly and annual reviews, wage recommendations, and terminations
- Developed staffing plans, motivational programs and incentive plans to ensure key department metrics were met
- Conducted monthly reviews of department budget to ensure on track to meet goal
- Made training and other recommendations to ensure team member success
- Handled escalated customer calls and ensured situations were resolved in a 'win-win' manner
- Monitored CCR telephone calls and provided feedback, counseling and coaching as required
- Assisted Care Department leadership with employee scheduling and payroll
- Developed motivational and team building activities to maintain morale
- Built the HDIS Outbound department
- Researched information beyond existing procedures as required to meet customer needs
- Worked cooperatively with staff from own department and other departments to identify customer service problems, make recommendations, and plan and coordinate program and communication changes

Other Positions**Assistant Customer Care Manager****Oct 1998 – March 1999****Assistant to the President****July 1998 – Oct 1998****Office Manager****March 1997 – July 1998****Customer Care Representative****Sept 1995 – March 1997*****Education*****Bachelor of Science in Business Administration****January 1995**

University of Missouri - St. Louis

Recognition**President's Leadership Award 2000****Project Leader Award 2006****President's Leadership Award 2006**

Mary Weeks

627 Ralce Circle
Ridgeland, Ms 39157
Phone: 601-853-1779

Objective

To obtain a position which would not only allow me to utilize my strong communication skills, but also enhance my job skills to improve myself professionally.

Education

Hinds Community College Raymond, MS
Barber/Stylist

Work Experience

2007 – Present, Team Northeast Supervisor

Supervise the Northeast pod. Work with the warehouse leaders to improve efficiencies, add in growing profits while helping to minimize cost to deliver. Work with sales reps to improve usage accuracy, work with other leaders to develop PROACT models to improve efficiencies, sale our ideas to senior management then implement these in our pods.

2006-2007, Sales Support Supervisor

Trend individual and team performances. Design and implement plans of actions to enhance team performance. Coach teammates to reach set goals, communicate team performance. Enforce disciplinary actions, train team lead to become supervisor, aid team members with daily tasks.

2005-2006, Sales Support Team Lead

Trend attendance and maintain overtime, assist team members with any escalation they may have with sales reps, assist supervisor with projects and tasks, work with team mates to make sure they understand price source and gross profit margins. Work with team members to improve efficiencies, work with sales rep to improve margins, work with rebates to make sure contracts are in place to pull proper margins and work with business support or business reviews and reporting.

2003-2005, Quote Specialist

Research products and vendors for special order and non stock items, issue purchase orders to vendors for special, custom and non-stock items. Figure gross profit sales margins; work with vendors and Gulf South sales reps to gather information for lease orders and evaluation orders. Process receivable and bill evaluation and special orders.

2001-2003, National Accounts Customer Service

Assist national accounts with formulary compliance. Provide MSDS sheets and all other aspects of customer service listed below.

1999-2001, Customer Service Representative

Assist in all aspects of customer service including offer product information and prices, give price quotes for special order items, check item availability on a nationwide level, track orders, take phone-in orders from customers, assist outside sales reps with any questions and/or problems that arise in the field, train new hires in all aspects of customer service, maintain daily call quota as set by management. Above all accounts payable information using AS 400 system, oversee file room operations.

Mary Weeks

1997-1999, Accounts Payable Clerk

Reconcile monthly vendor statements, reconcile purchase orders against invoices for major suppliers, data entry, inventory management for up to 6 warehouse locations, audit freight charges for both inbound and outbound freight for up to 20 carriers serving up to 15 warehouse locations, handle customer service overflow, maintain all accounts payable information using AS 400 system, oversee file room operations.

1995-1997, Records Administration

Assure proper maintenance of records for accounting department, oversee file room staff, reconcile accounts payable checks, audit freight charges as billed for 10 warehouse locations, perform data entry for accounting department, responsible for distribution of mail to its proper location, train new hires, prepare documents to be transferred to micro-fiche. Accounting research for accounts payable department.

Awards

Dean Scholar – Hinds Community College
"Points of Light Award" – The Kroger College

References

Brooks Werkheiser 1-800-532-4035 Ext 3356

Elise M. Vachon
 286 Aaron Drive
 Manchester, NH 03109
 Tel: 603-625-2517

Work History:

March 1990 to Present:	Gulf South Medical Supply <u>Operations Leader</u>
	Lead and manage overall performance of Distribution Center Prepare budget and forecast
1996	Office Manager (acquired by Gateway Healthcare) Managed office staff, Accounts Payable, Accounts Receivable, Purchasing and Customer Service Team
1992	Customer Service Leader Managed 16 customer service representatives servicing all of New England
March 1990	Medicare Part B Associate (Totalmed Leasing & Sales) Handled all aspects of Medicare and third party billing Credit & Collections
November 1983 – 1990	Granite State Pulmonary Associates <u>Office Manager</u>
	Managed and handled all office job responsibilities, Accounts Payable, Accounts Receivable, Third Party & Patient billing Credit & Collections, Provided Oxygen therapy & medical supplies to patients home
September 1977 to August 1983	Catholic Medical Center <u>Patient Account Representative</u>
	Coordination of patient accounts. Responsibilities included General secretarial duties, accounts receivable, third party and Patient billing, credit & collections

References:

Jeff Lowe 1-800-532-4035 Ext 1929
Additional References Available Upon Request

Lynda J. Mashburn

Professional Experience

Home Delivery Incontinent Supplies, Inc. (HDIS) – Direct marketer of medical supplies
St. Louis, Missouri

Medicaid/Third Party Business Unit Leader

May 2007 to Present

- Responsible for all aspects of the non-private pay business. Manage all areas of the business including customer intake, call center, billing, retention and accounts receivables.
- Overall P&L responsibility including establishing revenue targets, COGS and collection goals.
- Hire, train and motivate team of 20+ to meet and exceed established goals.
- Attend Medicaid and Agency seminars and events to stay abreast of current laws and regulations in multiple states.
- Manage the product formularies for multiple states working to provide the highest quality products at strong margins while maintaining various state guidelines.
- Research products with manufacturers (current and new) to provide wide variety of products to meet various needs of customers.
- Respond to RFPs issued by agencies in order to expand customer base.

Director of Marketing Information

November 1998 to April 2007

- Created multiple databases using Access. Created numerous queries, reports and macros to provide information on customers, prospects, purchasing habits, marketing activities and other relevant subjects. Ran ad hoc queries to provide information as needed.
- Used Access to query company database for prospect and customer segment lists for mailings and outbound telephone campaigns. Analyzed performance of past lists to provide the most targeted list selection possible for each campaign.
- Analyzed historical performance of promotional activities to build models that forecast performance of promotions and their corresponding revenue. Summarized results monthly and provided updates with recommendations to executive and marketing staff
- Hired, trained and managed entry-level marketing analyst.
- Analyzed results of marketing campaigns and shared results with marketing and marketing team weekly and leadership team quarterly. Created reports to track sales, COGS, margin, break-even, orders and other pertinent information for all promotions.
- Participated as key member of task force responsible for completion of an internally developed, Oracle based application for operations and marketing. Determined rules for migration of existing data to over 1,400 fields in new Oracle database.

Marketing Specialist

March 1994 to November 1998

- Created complete marketing program to increase prospect referrals from the medical community. Designed and wrote the copy for a series of brochures, posters, reference charts, and bounce-back cards to be distributed through doctors and nurses
- Analyzed product movement for key vendors. Created charts and written summaries of vendor performance to be posted on internet site specifically designed for key vendors.
- Created Excel workbooks to track expenses for marketing campaigns and activities. Analyzed these expenses and made recommendations for cost savings and variances to budget.
- Analyzed performance of promotions. Made recommendations for future activities and tests. Created annual marketing plan and presented to leadership staff.

Missouri Consolidated Healthcare Plan – State employee health insurance agency
Jefferson City, Missouri

Communications Specialist

August 1993 – January 1994

- Conducted state-wide presentations of state health insurance plan to groups of 25 – 500. Produced an educational video on the medical care plan design for distribution to state agencies. Designed and administered market surveys and tabulated results

Missouri State Treasurer's Office
Jefferson City, Missouri
 Executive Assistant

September 1992 - August 1993

- Researched and resolved constituent conflicts. Assisted in the day-to-day administrative operations of the office. Created and maintained office-wide databases. Coordinated project-related tasks for investment, policy and communications departments.

Missouri Motor Vehicle Commission - State licensing agency for automobile dealers
Jefferson City, Missouri

Program Administrator

July 1990 - December 1991

- Functioned as special assistant to the Executive Director of the Commission. Analyzed agency budget and prepared bi-monthly budget reports. Created and maintained a database of all motor vehicle dealers in the state. Acted as liaison to other state motor vehicle dealer agencies. Created and published Commission newsletter for 5,000 motor vehicle dealers.

Medicare Glaser, Inc. - Retail pharmacy store

St. Louis, Missouri

Assistant Manager

October 1988 - October 1989

- Managed daily operations of retail drugstore. Supervised four to six employees. Interviewed and recommended potential employees. Managed inventory and prepared merchandise displays. Reconciled daily receipts.

Education

Master of Business Administration
 Southwest Missouri State University - August 1988

Bachelor of Science, Marketing and Management
 Southwest Missouri State University - December 1986

Achievements

2006 Halo Achievement Award
 2003 Outstanding Achievement Award

Computer Skills

Microsoft Access, Excel, Word, PowerPoint, Crystal Reports, SQL, Oracle Discoverer, Pagemaker

Reference

Stacy Davis, Vice President Operations
 Home Delivery Incontinent Supplies, Inc. (HDIS)
 385 Dileman Industrial Drive
 Olivette, MO 63132
 (314) 997-8771, x207

Melanie Brewer

314 Willow Green Drive • Orange Park, Florida 32073 • mbrewer@pssd.com • 904.772.1483

Goal-oriented accounting professional with 13+ years experience in collections, cash applications, accounts receivable, performance reporting, and employee management and training. Strong PC/spreadsheet skills, excellent multi-tasking and organizational aptitudes, and proven ability to work jointly with multiple departments in achieving a goal. A detail-oriented team player and problem-solver with the ability to create a productive and positive work environment. Possesses a demonstrated willingness to take on new and varied projects and an ability to handle changing priorities and deadlines.

Core competencies include:

- Credit and Collections
- Project Management
- Customer Service
- Sales Support
- Research and Analysis
- Supervision and Team Building
- Training and Instruction
- Mentoring and Coaching
- Conflict Resolution
- General Office Skills
- Acquisitions Team
- Vendor Relations

PROFESSIONAL EXPERIENCE

DIRECTOR OF CREDIT AND COLLECTIONS, September 1999 to present

Gulf South Medical Supply, Inc. – Jacksonville, FL

Gulf South Medical Supply, Inc. is a subsidiary of PSS/World Medical, Inc. and a leading national distributor of medical supplies and related products to the long-term care industry.

Supervise forty-two employees and responsible for managing and collecting on accounts totaling over \$80 million in receivables. Responsible for granting credit and extended terms. Responsible for daily roll-forward of accounts receivable. Research and resolve any accounting discrepancies to ensure customer accounts are accurate. Supervise all financial reporting from Accounts Receivable to the Finance department. Collaborate with internal and external auditors to gather required documentation. Research and resolve DSSI billing discrepancies to ensure timely payments. Complete monthly reconciliation for AMS/Proclaim accounts.

Selected Achievements:

- Decreased DSO from 61 to 44
- Improved Bad Debt Reserve by over \$2M
- Decreased Past Due by 38%

EXPENSE AUDITOR, November 1998 –September 1999

Diagnostic Imaging, Inc. – Jacksonville, FL

Diagnostic Imaging was a subsidiary of PSS/World Medical, Inc. and a leading national provider of diagnostic equipment and supplies to medical professionals.

Audited all expense reports submitted for the company and all National expense billings. Reduced fraudulent company expenses by at least 85% through implementation of audit process.

Refereces:

Ted Hirsch – VP of Credit and Collections – 904-380-4832,
Mike Abney – VP of Vendor Relations – 904-332-3120
Mark Haskins – VP of Finanace - 904-332-3178

Melanie Brewer

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904.772.1483

OFFICE MANAGER, August 1997 – November 1998 Physician Sales and Service, Inc. – Columbia, SC

Physician Sales and Service is the country's largest provider of medical supplies with annual revenue of over \$1.3 billion

Responsible for overall office duties at the branch including accounts payable, entering vendor contract information, and verifying rebate information with vendors before submitting paperwork to the corporate office. Provided support to sales team. Verified entries on branch profit and loss report. Maintained all Human Resources paperwork for location and acted as the branch HR liaison with corporate. Completed weekly payroll. Nominated for an Eagle Award in 1998, one of the company's highest honors.

ACCOUNTS RECEIVABLE MANAGER, November 1996 – August 1997, Houston, TX Physician Sales and Service, Inc. – Houston, TX

Supervised three employees in the account receivable department of the company's third largest branch. Responsible for employee training and performance to ensure applications to customer accounts are done accurately and completed by deadline. Significantly reduced past due percentages.

ACCOUNTS RECEIVABLE CLERK, November 1995 – November 1996, Lafayette, LA Physician Sales and Service, Inc. – Lafayette, LA

Resolved daily issues after the Taylor Medical acquisition. Responsible for application of payments to customer accounts and collection of past due balances. Reconciled and researched any discrepancies on accounts. Prepared daily bank deposits and processed credit card payments.

PAYMENT PROCESSOR, February 1992 – August 1995 First Union National Bank – West Columbia, SC

Processed daily deposits from all First Union National Bank locations in South Carolina.

EDUCATION AND TRAINING

BROOKLAND-CAYCE HIGH SCHOOL – Cayce, SC
High School Diploma, General Education, 1991

MIDLANDS TECHNICAL COLLEGE – West Columbia, SC
Associate of Science Degree, Concentration in Mathematical Sciences, 1994

Professional Development Courses:

Member of National Association of Credit Managers, 2005-present.
AMA Projecting a Positive Professional Image, 2006
Collecting Accounts Receivable, Rockhurst University Continuing Education Center, 2006
Teambuilding and Coaching for Today's Managers and Supervisors, 2002
The Supervisor's Guide to Managing People Effectively, 2002
Management of Multiple Personalities, 2003
Managerial Techniques for Working Women, 2003

ADVANCED COMPUTER SKILLS

- Microsoft Excel
- Microsoft Word
- Microsoft Power Point
- Microsoft Access
- Microsoft Outlook
- Windows 2000/NT/95/98/CE
- Prologic (Deja)
- JD Edwards
- Collectnet
- Ceridian Time and Attendance

Jeri Ann Lundgren, RN, CWS, CWCN
N6329 1323rd St.
Prescott, WI 54021
612-805-9703 ♦ jeri.lundgren@pathwayhealth.com

Summary of Qualifications:

I have diverse background in management, sales and marketing, litigation, presenting, consulting, development and implementation of systems, crisis management and clinical expertise.

1999-Present **Pathway Health Services, Inc.**
Director of Marketing and Director of Wound & Continence Management

With Pathway Health Services my background includes:

- Development of marketing materials and strategic sales plans.
- Development & marketing of Fireside Education Center
- Author of the Wound Resource Manual-Third Edition and co-author of the Urinary Incontinence manual
- Clinical Wound Expert for the Minnesota, Wisconsin, Kentucky and Indiana Department of Health.
- Consultant and presenter to Quality Improvement Organizations in Minnesota, Wisconsin, Indiana, Florida and the National Patient Safety QIOSC
- Consultation with facilities on wound and incontinence systems development and implementation, survey crisis, mock surveys, clinical consultation and education on pressure ulcers, lower extremity ulcers and incontinence management.
- Legal Expert Witness to several large law firms
- National presenter on prevention, assessment and treatment of pressure ulcers and lower extremity ulcers. Assessment and treatment of urinary incontinence and implementation strategies for pressure ulcer programs.
- As the Director of Wound & Continence Management, I manage our wound care consultants (both nurses and Physical Therapists) and all educational materials, resources and marketing for this product line
- I also work at times as an Interim Director of Nursing

8/00-6/02 **Extendicare Health Services, Inc.**
Regional Director of Marketing & Wound Care Consultant

As the Regional Director of Marketing for Minnesota I was responsible for the census development, sales plans and marketing of 10 Extendicare facilities in Minnesota. I managed 10 admission coordinators for each individual building. I also continued clinical support for their wound care residents and programs.

1/00-8/00**Hill-Rom
Territory Sales Manager/ Wound Care Consultant**

As a Territory Sales Manager for Hill-Rom I managed 2 clinical consultants and was responsible for the sales and marketing of support surfaces and capital equipment for long term care and home care. I also served as a clinical consultant for facilities on their wound care residents.

12/95-12/99**Extendicare Health Services, Inc.
National Wound Care Consultant**

As the National Wound Care Consultant for Extendicare I developed all policies and procedures for their wound care programs, assisted facilities with implementation of their wound care programs, survey crisis, clinical management of wounds and litigation support.

2/93-12/95**Hill-Rom
Territory Sales Manager/ Wound Care Consultant**

As a Territory Sales Manager for Hill-Rom I managed 2 clinical consultants and was responsible for the sales and marketing of their support surfaces and capital equipment for long term care and home care. I also served as a clinical consultant for facilities on their wound care residents.

10/89-2/93**Twin Rivers Care Center
Director of Nursing**

As the DON I was responsible for the nursing care delivered to 60 residents. I also managed 78 employees, the nursing budget and all clinical systems

Education:

- Currently enrolled at Bethel University in the BSN program (May 2010)
- Associate Degree in Science, Nursing, North Hennepin Community College 1989
- Board Certified Wound Care Nurse (CWCN), WOCN Society
- Board Certified Wound Specialist (CWS), American Academy of Wound Management

Professional Affiliation:

- WOCN Society
- American Academy of Wound Management
- National Pressure Ulcer Advisory Panel

Licensure/Certification:

- Registered Nurse, licensed in Minnesota, Wisconsin and Illinois.

Jeri Ann Lundgren, RN, CWS, CWCN

ARTICLES

- Pathway Perspectives Newsletter, Vol. 26, 2009: *The NPUAP/EPUAP Unveils The NEW International Guidelines for Pressure Ulcer Prevention and Treatment*
- Pathway Perspectives Newsletter, Vol. 16, 2008: *Pressure Ulcer Prevention Begins with the Admission Process*
- Pathways Perspectives Newsletter, Vol. 5, 2008: *Pressure Ulcer Assessment*
- Pathways Winter 2007/2008 Newsletter; *Deep Tissue Injury*
- Pressure Ulcer Questions and Answers, September 2005, Minnesota Department of Health; available at http://www.health.state.mn.us/divs/fpc/cww/cww9_05.html
- Pathways Winter 2005 Newsletter: *Regulatory Update-F314 Pressure Ulcers*
- Pathways Fall 2005 Newsletter: *Pressure Ulcers: Questions and Answers*
- A Physicians Practitioners and Clinicians Reference Guide for Pressure Ulcer Prevention & Treatment (March 2005); Developed for the Minnesota Department of Health; available at <http://www.health.state.mn.us/divs/fpc/cww/pressureulcersbrochure>

MANUALS, TOOL KITS & RESOURCES:

- Pressure Ulcers-Nursing Home Change Packet (2009); Developed for MedQIC; available at: <https://www.qualitynet.org/dcs/ContentServer?c=OtherResource&pagename=Medqic%2FOtherResource%2FOtherResourcesTemplate&cid=1228695611141&parentName=Category>
- Wound Resource Manual, Third Edition (October 2007); Developed for Pathway Health Services; available at www.pathwayhealth.com
- Pressure Ulcer Quality Resources Kit (2003) and Update (July 2007); Developed for Stratis Health; available on line at www.stratishealth.org
- Pressure Ulcer Resources for Minnesota Call to Action Training on F-Tag 314 (March 2005); Developed for Stratis Health; available on line at www.stratishealth.org
- Assisted in the development of the "We Will Prevent Pressure Ulcers" Tool Kit for the Indiana Statewide Pressure Ulcer Prevention Initiative – One for each care setting, long term care, acute care and home care
- Pressure Ulcer Tool Kit (2005 and up-dated in 2007); Assisted in the development of the tool kit for Stratis Health; available at www.stratishealth.org

PRESENTATIONS:

Presentations Available On-line or DVD:

- Strategies for Pressure Ulcer Prevention, Jeri Lundgren RN, CWS, CWCN, et al., recorded 12/17/08 available at: <https://www.qualitynet.org/dcs/ContentServer?cid=1228147980086&pagename=Medqic%2FMQPresentations%2FPresentationTemplate&c=MQPresentations>

- “Pressure Ulcers – Hospitals and Nursing Homes”; Developed for Stratis Health; available at http://www.stratishealth.org/providers/PatientSafetyCollaborative_LS1.html
- “Meet Me at the Skin Fair” (2007); Developed for Stratis Health; available on line at www.stratishealth.org
- Pressure Ulcer Training Kit (2006); Consulted on the development of with Aging Services of Minnesota; available at www.agingervicesmn.org
- “Coordination of Care Series: Cross-Setting Topic Pressure Ulcers: A Shared Problem, A Shared Solution” WebEx (August 2006); Developed for Stratis Health; available on line at www.stratishealth.org
- “F314 Follow-up Clinical Training” (January 2006); Developed for the Minnesota Department of Health, available at <http://www.health.state.mn.us/divs/fpc/cww/followup106.ppt>
- Pressure Ulcer DVD (2005); Developed for Stratis Health; available on line at www.stratishealth.org

Presentations Given (I present on a regular basis to individual long term care facilities, what follows is those presentations on a national level for organizations or Departments of Health):

- “Reducing Your Risk, Knowing What a Wound is From and When a Wound is a Concern”, 7/15/09, NADONA LTC 2009 National Conference.
- Implementation Strategies for a Pressure Ulcer Program” & “Meet me at the Skin Care Fair”, 6/18/09 Avera Group, Annual Conference.
- “Pressure Ulcers, Part II, Treatment”, 6/17/09 National Patient Safety QIOSC
- “Understanding Pressure Ulcers”, 6/10/09, Kentucky Office of Inspector General Division of Health Care
- “Incontinence Briefing”, 5/15 & 16/09, Gulf South Medical Supply Annual Conference.
- E-Learning Series for Volunteers of America National Long Term Care Facilities March thru April 2009, a series of one hour presentations were given weekly on: Implementation Strategies for a Pressure Ulcer Program, Risk Assessment and Prevention Interventions for Pressure Ulcers, Assessment of Pressure Ulcers, Treatment of Pressure Ulcers, Assessment and Treatment of Lower Extremity Ulcers, and Pressure Ulcer prevention for Nursing Assistants.
- “Pressure Ulcer Implementation Strategies for Long Term Care and Acute Care”, 3/26/09, Stratis Health Scope of Work 9, Learning Session 1
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Wounds” 3/25/09, Indiana Department of Health (for all surveyors in all care settings)
- “Documentation and Implementation Strategies for an Incontinence Program”, 3/24/09, Indiana Long Term Care Leadership Conference 2009 on behalf of The Indiana Department of Health
- “Pressure Ulcer Updates: MDS 3.0 and the New QIS Survey Process”, 2/12/09, Aging Services of Minnesota Annual Convention

- “Risk Assessment and Prevention Strategies for Pressure Ulcers”, 2/11/09, FMQAI, Florida’s Quality Improvement Organization
- “The Indiana Pressure Ulcer Quality Improvement Initiative, Learning Session 1 for Home Care” 1/29/09, I presented three sections “Pressure Ulcer Prevention”, “Completing a Risk Assessment and Planning Care” and Meet me at the Skin Care Fair”
- “The Indiana Pressure Ulcer Quality Improvement Initiative, Learning Session 1 for Acute Care” 1/22/09, I presented three sections “Pressure Ulcer Prevention”, “Completing a Risk Assessment and Planning Care” and Meet me at the Skin Care Fair”
- “Introduction to Pressure Ulcer Prevention Program Strategies”, 12/10/08, National Patient Safety QIOSC.
- “Fine Tuning Your Assessment Skills” 11/19/08, Care Providers Annual Conference.
- “Pressure Ulcer Updates: MDS 3.0 and the New QIS Survey Process” 11/17/08, Care Providers Annual conference.
- “The Indiana Pressure Ulcer Quality Improvement Initiative, Learning Session 1 for Long Term Care” 10/28, 10/29, 10/30, 11/5 and 11/6/08; I presented four sections “Pressure Ulcer Prevention”, “Completing a Risk Assessment and Planning Care”, Implementation Strategies” and Meet me at the Skin Care Fair”
- “Pressure Ulcer Documentation, Management and Regulation Updates”, 9/9/09, 9th Annual Director’s of Nurse’s of Long Term Care and MN Chapter of NGNA Gerontology Conference.
- Web Ex series for the Minnesota Veterans Home June and July, 2008 on: Risk Assessment and Documentation of Pressure Ulcers, Assessment of Pressure Ulcers, Treatment Modalities for Pressure Ulcers and Lower Extremity Ulcers Assessment and Treatment.
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, MN West Community & Technical College 7/8/08
- “Pressure Ulcer management” 3/26/08; Evercare Nurse Practitioners
- “Fine Tune Your Assessment Skills to Minimize Risk”, 2/8/06; MHHA 2008 Institute.
- “Calling all Trainers: Meet Me at the Skin Care Fair”, 2/7/08; MHHA 2008 Institute.
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, 12/11/07; Benedictine Health Care System
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, 12/10/07; Cerenity Health Care Facilities
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, 11/27/07; Grace Lutheran Health Care Facilities
- “The New Pressure Ulcer Staging System”, 11/14/07, Care Providers 2007 Convention & Exposition
- “Skin Care Fair”, 11/12/07; Care Providers 2007 Convention & Exposition
- “Pressure Ulcer Management”, 10/26/07, Minnesota Medical Directors Association – 2007 Fall Conference

- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, 9/18/07; Fireside Education Center, Pathway Health Services
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, 9/13/07; The Thro Company
- “The new Pressure Ulcer Staging System”, 9/12/07; Augustana Health Care Corporation
- “Pressure Ulcers – Revisiting F314” 6/26/07, Care Providers of Minnesota
- “Meet me at the Skin Fair, Train the Trainer”, 5/31/07 & 5/16/07; Stratis Health
- “Implementation Strategies for a Pressure Ulcer Program”, 4/16/07; 2007 Catholic Home Care and Long Term Care Symposium
- “Implementation Strategies for a Pressure Ulcer Program”, 4/3/07; WASHA
- “Survey Help for Incontinence and Pressure Ulcers: Implementing F314 & F315 in Nursing Homes” 2/8/07; MHHA Institute 2007
- “Culture Change and Pressure Ulcers, How to provide Pressure Ulcer Interventions” 1/23/07 & 1/10/07; Stratis Health
- “Providing a Holistic Approach to Restraints”, 11/14/06; Care Providers 2006 Convention & Expo
- “Providing a Holistic Approach to Pressure Ulcer Management” 11/13/06; Care Providers 2006 Convention & Expo
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, 10/12/06; Century College
- “Implementation Strategies for a Pressure Ulcer Program” WebEx 9/7/06, Stratis Health
- “Coordination of Care Series: Cross-Setting Topic Pressure Ulcers: A Shared Problem, A Shared Solution” WebEx 8/24/06
- “F314: Staying in Compliance” 5/24/06, Care Providers of Minnesota
- “Implementation Strategies for a Pressure Ulcer Program”, 5/4/06, WAHSA Convention
- “Implementation Strategies for a Pressure Ulcer Program”, 4/5/06, LSN (Life safety Network) 2006 Annual Convention & Expo
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, 3/28/06, MN West Community College
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, 3/16/06, Century Community College
- “F314 Update”, 3/7/06 WASHA Meeting
- “Implementation of F314”, 2/2/06, MHHA 2006 Convention and Expo
- “Implementation of F314” 11/15/05 Care Providers 2005 Convention & Expo
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, 10/25/05 Empira
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, 10/19/05, MN West Community College
- “Prevention, Assessment and Treatment of Pressure Ulcers and Lower Extremity Ulcers”, 10/17/05, MetaStar
- “Skin at Risk Conditions” 6/8/05 & 6/9/05, Empira
- “Skin at Risk Conditions” 6/22/05 & 6/23/05, Empira

- “Pressure Ulcer Prevention and Treatment” Workshops – Spring 2005 for the Minnesota Department of Health (Training on the new F314 Guidance), 5/20/05 Mound View, 5/16/05 St. Paul, 5/6/05 Mankato, 5/5/05 Worthington, 4/25/05 Rochester, 4/22/05 Duluth, 4/21/05 Bemidji, 4/20/05 Detroit Lakes, 4/11/05 South St. Paul, 3/31/05 St. Cloud
- “Lower Extremity Wounds: Their Proper Identification, Assessment and Treatment”, 2/2/05, MHHA Institute Convention and Expo 2005
- “Prevention, Assessment and Treatment of Pressure Ulcers & Lower Extremity Ulcers”, Nationally for all VOA Nursing Homes, 2/17/05 Ohio Region, 2/10/05 Minnesota Region, 1/27/05 Colorado Region
- “Treatment Strategies for Pressure Ulcers” 8/24/04, WebEx Stratis Health
- “Shopping Tips for Pressure Ulcer Prevention & Treatment”; Stratis Health Nursing Home Collaborative Session #4, May 4, 5, 11, and 13th, 2004
- “Effective Strategies for Pressure Ulcer Treatment and Prevention” Presented for Stratis Health at: Bloomington - 11/6/03, Alexandria – 11/12/03, Grand Rapids – 11/13/03, Albert Lea – 11/17/03, Care Providers Fall Conference – 11/18/03, Bloomington 11/20/03 and MHHA 2004 Institute – 2/3/04

LORI LYNN CORDES

4345 Southpoint Blvd, Jacksonville, Fl 32216
lcordes@gsms.com • (904) 380-4537

SUMMARY OF QUALIFICATIONS

Skillful and dedicated Administrator with extensive experience in the coordination, planning, and support of daily operational and administrative functions.

- Demonstrated capacity to provide comprehensive support for executive-level staff including scheduling meetings, coordinating travel, and effectively managing all essential tasks.
- Proven track record of accurately completing research, reporting, information management, marketing, and business-development efforts within budget requirements.
- Adept at developing and maintaining detailed administrative and procedural processes that reduce redundancy, improve accuracy and efficiency, and achieve organizational objectives.
- Highly focused and results-oriented in supporting complex, deadline-driven operations; able to identify goals and priorities and resolve issues in initial stages.
- Proficient in Microsoft Office System-Word, Excel, Publisher, Microsoft Windows® operating system, type 40 wpm with complete accuracy.

PROFESSIONAL EXPERIENCE**Gulf South Medical Supply, Inc**

2007 - Present

Government Contracts Administrator

Responsible for researching city, county, state and federal bid opportunities. Provide bid and administrative support for government contracts as well as assist in implementation of certain bids and contracts in order to maximize profit and market share for the company.

Qore Property Sciences

2006 to 2007

Administrative Assistant

Manage all aspects of the office. Work with Project Managers on creating proposals and projects reports. Handle Weekly timesheets, vendor billing and invoicing. Work with Marketing Dept on preparing RFP's and Market Research.

Arthur Rutenberg Homes, Jacksonville, Fl

1999 to 2001

Purchasing Asst / Operations Associate

Worked with Purchasing Manager to estimate phases, create budgets, issue purchase orders, and maintain subcontractor agreements. Worked as Liaison between the customer and the superintendent. Created a positive experience throughout the pre-start and construction of the Project. Managed office and all of it's functions.

LORI L. CORDES

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Professional Installations, Jacksonville, Fl

1997 to 1999

Operations Coordinator

Coordinated the operations of the nationwide installation of interior fixtures for retailers throughout the United States.

The Sports Authority Corporate Headquarters, Ft Lauderdale, Fl

1989 to 1997

Purchasing Assistant

Responsible for ordering and maintaining supplies and interior fixtures for all locations. Negotiate and ordered construction materials and interior fixtures for 25+ new stores each year.

EDUCATION
Florida

Coral Springs High School, Coral Springs,

Graduated, June 1989

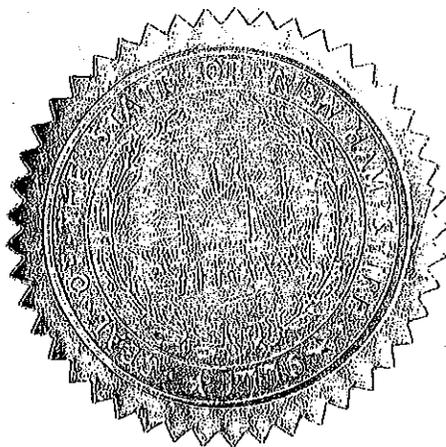
REFERENCES

Upon Request

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GULF SOUTH MEDICAL SUPPLY, INC., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 21, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of July, A.D. 2009

A handwritten signature in cursive script that reads "William M. Gardner".

William M. Gardner
Secretary of State

**GULF SOUTH MEDICAL SUPPLY, INC.
CERTIFICATE OF AUTHORITY**

August 31, 2009

I, David D. Klarner, the Secretary of Gulf South Medical Supply, Inc., a Delaware corporation (the "Company"), do hereby certify on behalf of the Company as follows:

1. I am the duly elected, qualified and acting Secretary of the Company. In that capacity, I maintain and have custody of a copy of the bylaws of the Company (the "Bylaws") and a list of Company Officers and Directors. I am duly authorized to issue certificates of authority.

2. Attached hereto as Exhibit A is a true, correct and complete copy of the Bylaws that are in effect as of the date hereof.

3. Section 5.14 of the Bylaws provides that the President, any Vice President, or such officers or employees or agents as the Board of Directors of the Company or any of such designated officers may direct, are authorized to execute contracts on behalf of the Company.

4. On and as of the date hereof, the undersigned, Jenni Edwards, is the duly appointed agent of the Company holding the title set forth below opposite the undersigned name, having been duly authorized and directed by the Vice President Finance of the Company, Mark S. Haskins, to execute contracts and/or amendments to those contracts on behalf of the Company, which authorization is attached hereto as Exhibit B. As such, Ms. Edwards has the authority to sign contracts on behalf of the Company pursuant to Section 5.14 of the Bylaws. Her signature, as Director of the Company, affixed to any instruments or documents described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Director to bind the Company thereby.

5. The undersigned, in my capacity as Secretary, hereby certifies that both Mr. Haskin's authority to "authorize and direct Ms. Edwards," and Ms. Edward's authority to sign contracts on behalf of the Company, has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the above date. The undersigned further certifies that the signature opposite Ms. Edwards' name is her genuine signature.

<u>Name</u>	<u>Office or Title</u>	<u>Specimen Signature</u>
Jenni Edwards	Director, State and Federal Contracts	

{Signature page follows.}

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Authority as of the date first above written.

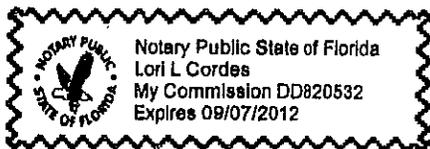


David D. Klarner
Secretary

State of Florida
County of Duval

On this 31 day of August, 2009, before me David D. Klarner the undersigned officer, personally appeared _____ known personally to me to be the Secretary of the above named corporation (Title) and acknowledged that he, as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as an officer.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



Lori L. Cordes

Notary Public/Commissioner of Oath
My Commission Expires 9/7/2012

(SEAL)

Exhibit A to Gulf South Medical Supply, Inc.'s Certificate of Authority

Bylaws

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GULF SOUTH MEDICAL SUPPLY, INC.

BYLAWS

Adopted on March 27, 1998

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GULF SOUTH MEDICAL SUPPLY, INC.**BYLAWS****SECTION I****Capital Stock**

Section 1.1. Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed in the name of the Corporation by the Chairman of the Board of Directors or the President or a Vice President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Corporation certifying the number of shares in the Corporation owned by such holder. If such certificate is countersigned (a) by a transfer agent other than the Corporation or its employee, or, (b) by a registrar other than the Corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent, or registrar at the date of issue.

Section 1.2. Record Ownership. A record of the name and address of the holder of each certificate, the number of shares represented thereby and the date of issue thereof shall be made on the Corporation's books. The Corporation shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof; and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as required by the laws of the State of Delaware.

Section 1.3. Transfer of Record Ownership. Transfers of stock shall be made on the books of the Corporation only by direction of the person named in the certificate or such person's attorney, lawfully constituted in writing, and only upon the surrender of the certificate therefor and a written assignment of the shares evidenced thereby, which certificate shall be canceled before the new certificate is issued.

Section 1.4. Lost Certificates. Any person claiming a stock certificate in lieu of one lost, stolen or destroyed shall give the Corporation an affidavit as to such person's ownership of the certificate and of the facts which go to prove its loss, theft or destruction. Such person shall also, if required by policies adopted by the Board of Directors, give the Corporation a bond, in such form as may be approved by the Corporation, sufficient to indemnify the Corporation against any claim that may be made

against it on account of the alleged loss of the certificate or the issuance of a new certificate.

Section 1.5. Transfer Agents; Registrars; Rules Respecting Certificates. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars. The Board of Directors may make such further rules and regulations as it may deem expedient concerning the issue, transfer and registration of stock certificates of the Corporation.

Section 1.6. Record Date. The Board of Directors may fix in advance a future date, not exceeding 60 days (nor, in the case of a stockholders' meeting, less than ten days) preceding the date of any meeting of stockholders, payment of dividend or other distribution, allotment of rights, or change, conversion or exchange of capital stock or for the purpose of any other lawful action, as the record date for determination of the stockholders entitled to notice of and to vote at any such meeting and any adjournment thereof, or to receive any such dividend or other distribution or allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, or to participate in any such other lawful action, and in such case such stockholders and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of and to vote at such meeting and any adjournment thereof, or to receive such dividend or other distribution or allotment of rights, or to exercise such rights, or to participate in any such other lawful action, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

SECTION II

- Meetings of Stockholders

Section 2.1. Annual Meetings. The annual meeting of stockholders for the election of directors and the transaction of such other proper business shall be held on a date to be determined by resolution of the Board of Directors, unless that day is a legal holiday, and in that event on the next succeeding business day, and at the time and place, within or without the State of Delaware, as determined by the Board of Directors.

Section 2.2. Special Meetings. Special meetings of stockholders for any purpose or purposes may be called by the Board of Directors, pursuant to a resolution adopted by a majority of the members of the Board of Directors then in office, or by the holders of not less than twenty-five percent (25%) of the votes entitled to be cast at the meeting. Special meetings may be held at any place, within or without the State of Delaware, as determined by the Board of Directors. The only business which may be conducted at such a meeting, other than procedural matters and matters relating to the conduct of the meeting, shall be the matter or matters described in the notice of the meeting.

Section 2.3. Notice. Written notice of each meeting of stockholders, stating the date, time, place and, in the case of a special meeting, the purpose thereof, shall be given as provided by law by the Secretary or an Assistant Secretary not less than ten (10) days nor more than sixty (60) days before such meeting (unless a different time is specified by law) to every stockholder entitled by law to notice of such meeting.

Section 2.4. List of Stockholders. A complete list of the stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder, shall be prepared by the Secretary and shall be open to the examination of any stockholder, for any purpose germane to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified at the place where the meeting is to be held, for at least ten days before the meeting and at the place of the meeting during the whole time of the meeting.

Section 2.5. Quorum. The holders of shares of stock entitled to cast a majority of the votes on the matters at issue at a meeting of stockholders, present in person or represented by proxy, shall constitute a quorum, except as otherwise required by the Delaware General Corporation Law. In the event of a lack of a quorum, the chairman of the meeting or a majority in interest of the stockholders present in person or represented by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be obtained. At any such adjourned meeting at which there is a quorum, any business may be transacted that might have been transacted at the meeting originally called.

Section 2.6. Organization and Procedure.

(a) The Chairman of the Board, or, in the absence of the Chairman of the Board, the President, or, in the absence of the President, any Vice President designated by the Board of Directors, shall preside at meetings of stockholders. The Secretary of the Corporation shall act as secretary, but in the absence of the Secretary, the presiding officer may appoint a secretary.

(b) At each meeting of stockholders, the chairman of the meeting shall fix and announce the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at the meeting and shall determine the order of business and all other matters of procedure. Except to the extent inconsistent with any such rules and regulations as adopted by the Board of Directors, the chairman of the meeting may establish rules, which need not be in writing, to maintain order for the conduct of the meeting, including, without limitation, restricting attendance to bona fide stockholders of record and their proxies and other persons in attendance at the invitation of the chairman and making rules governing speeches and debates. The chairman of the meeting acts in his or her absolute discretion and his or her rulings are not subject to appeal.

Section 2.7. Voting. Unless the Certificate of Incorporation or the Delaware General Corporation Law provides otherwise, each stockholder shall be entitled to one vote, in person or by written proxy, for each share held of record by such stockholder who is entitled to vote generally in the election of directors. All elections for the Board of Directors shall be decided by a plurality of the votes cast and all other questions shall be decided by a majority of the votes cast, except as otherwise required by the Delaware General Corporation Law or as provided for in the Certificate of Incorporation or these Bylaws. Abstentions shall not be considered to be votes cast.

SECTION III

Board of Directors

Section 3.1. Number and Qualifications. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. The number of directors constituting the Board of Directors shall be as authorized from time to time by resolution of shareholders or of the Board of Directors.

Section 3.2. Resignation. A director may resign at any time by giving written notice to the Chairman of the Board, to the President, or to the Secretary. Unless otherwise stated in such notice of resignation, the acceptance thereof shall not be necessary to make it effective; and such resignation shall take effect at the time specified therein or, in the absence of such specification, it shall take effect upon the receipt thereof.

Section 3.3. Regular Meetings. Regular meetings of the Board of Directors may be held without further notice at such time and at such place as shall from time to time be determined by the Board of Directors. A meeting of the Board of Directors for the election of officers and the transaction of such other business as may come before it may be held without notice immediately following the annual meeting of stockholders.

Section 3.4. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, or the President, or at the request in writing of one-third of the members of the Board of Directors then in office.

Section 3.5. Notice of Special Meetings. Notice of the date, time and place of each special meeting shall be mailed by regular mail to each director at his or her designated address at least four days before the meeting; or sent by overnight courier to each director at his designated address at least two days before the meeting (with delivery scheduled to occur no later than the day before the meeting); or given orally by telephone or other means, or by telegraph or telecopy, or by any other means comparable to any of the foregoing, to each director at his designated address at least 24 hours before the meeting; provided, however, that if less than five days' notice is provided and one-third of the members of the Board of Directors then in office object in writing prior to or at the commencement of the meeting, such meeting shall be postponed until five days after such

notice was given pursuant to this sentence (or such shorter period to which a majority of those who objected in writing agree), provided that notice of such postponed meeting shall be given in accordance with this Section 3.5. The notice of the special meeting shall state the general purpose of the meeting, but other routine business may be conducted at the special meeting without such matter being stated in the notice.

Section 3.6. Place of Meetings. The Board of Directors may hold their meetings and have an office or offices inside or outside of the State of Delaware.

Section 3.7. Telephonic Meeting and Participation. Any or all of the directors may participate in a meeting of the Board of Directors or any committee thereof by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

Section 3.8. Action by Directors Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 3.9. Quorum and Adjournment. A majority of the directors then holding office shall constitute a quorum. The vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Whether or not a quorum is present to conduct a meeting, any meeting of the Board of Directors (including an adjourned meeting) may be adjourned by a majority of the directors present, to reconvene at a specific time and place. It shall not be necessary to give to the directors present at the adjourned meeting notice of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting that was adjourned; provided, however, notice of such reconvened meeting, stating the date, time, and place of the reconvened meeting, shall be given to the directors not present at the adjourned meeting in accordance with the requirements of Section 3.5 hereof.

Section 3.10. Organization. The Chairman of the Board, or, in the absence of the Chairman of the Board, the President, or in the absence of the President, a member of the Board selected by the members present, shall preside at meetings of the Board. The Secretary of the Corporation shall act as secretary, but in the absence of the Secretary, the presiding officer may appoint a secretary.

Section 3.11. Compensation of Directors. Directors shall receive such compensation for their services as the Board of Directors may determine. Any director may serve the Corporation in any other capacity and receive compensation therefor.

Section 3.12. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors when a vote on any matter is taken is deemed to have assented to the action taken unless he votes against or abstains from the action taken, or unless at the beginning of the meeting or promptly upon arrival the director objects to the holding of the meeting or transacting specified business at the meeting. Any such dissenting votes, abstentions or objections shall be entered in the minutes of the meeting.

SECTION IV

Committees

Section 4.1. Committees. The Board of Directors may, by resolutions passed by a majority of the members of the Board of Directors, designate members of the Board of Directors to constitute committees which shall in each case consist of such number of directors, and shall have and may execute such powers as may be determined and specified in the respective resolutions appointing them. Any such committee may fix its rules of procedure, determine its manner of acting and the time and place, whether within or without the State of Delaware, of its meetings and specify what notice thereof, if any, shall be given, unless the Board of Directors shall otherwise by resolution provide. Unless otherwise provided by the Board of Directors or such committee, the quorum, voting and other procedures shall be the same as those applicable to actions taken by the Board of Directors. A majority of the members of the Board of Directors then in office shall have the power to change the membership of any such committee at any time, to fill vacancies therein and to discharge any such committee or to remove any member thereof, either with or without cause, at any time.

SECTION V

Officers

Section 5.1. Designation. The officers of the Corporation shall be a Chairman of the Board, a President, a Treasurer, and a Secretary. The Board of Directors may elect or appoint, or provide for the appointment of, such other officers, including one or more Vice Presidents and one or more Assistant Secretaries, in such gradation as the Board of Directors may determine, or agents as may from time to time appear necessary or advisable in the conduct of the business and affairs of the Corporation. Any number of offices may be held by the same person.

Section 5.2. Election Term. At its first meeting after each annual meeting of stockholders, the Board of Directors shall elect the officers or provide for the appointment thereof. Subject to Section 5.3 and Section 5.4 hereof, the term of each officer elected by the Board of Directors shall be until the first meeting of the Board of Directors following

the next annual meeting of stockholders and until such officer's successor is chosen and qualified.

Section 5.3. Resignation. Any officer may resign at any time by giving written notice to the President or the Secretary. Unless otherwise stated in such notice of resignation, the acceptance thereof shall not be necessary to make it effective; and such resignation shall take effect at the time specified therein or, in the absence of such specification, it shall take effect upon the receipt thereof.

Section 5.4. Removal. Any officer may be removed at any time with or without cause by the affirmative vote of a majority of the members of the Board of Directors then in office. Any officer appointed by another officer may be removed with or without cause by such officer or the Chief Executive Officer.

Section 5.5. Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors or, in the case of offices held by officers who may be appointed by other officers, by any officer authorized to appoint such officer.

Section 5.6. Chief Executive Officer. The President shall initially be the Chief Executive Officer of the Corporation and thereafter, at such time as the Board of Directors shall determine, the Chief Executive Officer shall be such officer as the Board of Directors shall designate from time to time. The Chief Executive Officer shall be responsible for carrying out the policies adopted by the Board of Directors.

Section 5.7. Chairman of the Board. The Chairman of the Board shall have such powers and perform such duties as may be provided for herein and as may be incident to the office and as may be assigned by the Board of Directors.

Section 5.8. President. The President shall have general supervision of the business of the Corporation and shall perform such other duties as may be assigned by the Board of Directors.

Section 5.9. Vice President. Each Vice President shall have such powers and perform such duties as may be provided for herein and as may be assigned by the Chief Executive Officer, or the Board of Directors.

Section 5.10. Treasurer. The Treasurer shall have charge of all funds of the Corporation and the custody and operation of the accounting books and records of the Corporation and shall perform all acts incident to the position of Treasurer, subject to the control of the Board of Directors.

Section 5.11. Secretary. The Secretary shall keep the minutes, and give notices, of all meetings of stockholders and directors and of such committees as directed by the Board of Directors. The Secretary shall have charge of such books and papers as the

Board of Directors may require. The Secretary or any Assistant Secretary is authorized to certify copies of extracts from minutes and of documents in the Secretary's charge and anyone may rely on such certified copies to the same effect as if such copies were originals and may rely upon any statement of fact concerning the Corporation certified by the Secretary or any Assistant Secretary. The Secretary shall perform all acts incident to the office of Secretary, subject to the control of the Board of Directors.

Section 5.12. Assistant Secretaries and Assistant Treasurers. Assistant Secretaries and Assistant Treasurers shall have such powers and perform such duties as usually pertain to their respective offices and as may be assigned by the Board of Directors or an officer designated by the Board of Directors.

Section 5.13. Compensation of Officers. The officers of the Corporation shall receive such compensation for their services as the Board of Directors may determine. The Board of Directors may delegate its authority to determine compensation to designated officers of the Corporation.

Section 5.14. Execution of Instruments. Checks, notes, drafts, other commercial instruments, assignments, guarantees of signatures and contracts (except as otherwise provided herein or by law) shall be executed by the President, any Vice President or such officers or employees or agents as the Board of Directors or any of such designated officers may direct.

Section 5.15. Mechanical Endorsements. The President, any Vice President or the Secretary may authorize any endorsement on behalf of the Corporation to be made by such mechanical means or stamps as any of such officers may deem appropriate.

SECTION VI

Indemnification

Section 6.1. Indemnification Provisions in Certificate of Incorporation. The provisions of this Section VI are intended to supplement Article VI of the Certificate of Incorporation pursuant to Sections 6.2 and 6.3 thereof. To the extent that this Section VI contains any provisions inconsistent with said Article VI, the provisions of the Certificate of Incorporation shall govern. Terms defined in such Article VI shall have the same meaning in this Section VI.

Section 6.2. Indemnification of Employees. The Corporation may indemnify and advance expenses to its employees to the same extent as to its directors and officers, as set forth in the Certificate of Incorporation and in this Section VI of the Bylaws of the Corporation.

Section 6.3. Undertakings for Advances of Expenses. If and to the extent the Delaware General Corporation Law requires, an advancement by the Corporation of expenses incurred by an indemnitee pursuant to clause (iii) of the last sentence of Section 6.1 of the Certificate of Incorporation (hereinafter an "advancement of expenses") shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under Article VI of the Certificate of Incorporation or otherwise.

Section 6.4. Claims for Indemnification. If a claim for indemnification under Section 6.1 of the Certificate of Incorporation is not paid in full by the Corporation within 60 days after it has been received in writing by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses only upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in Section 145 of the Delaware General Corporation Law (or any successor provision or provisions). Neither the failure of the Corporation (including the Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in Section 145 of the Delaware General Corporation Law (or any successor provision or provisions), nor an actual determination by the Corporation (including the Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to have or retain such advancement of expenses, under Article VI of the Certificate of Incorporation or this Section VI or otherwise, shall be on the Corporation.

Section 6.5. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, trustee, officer, employee or agent of the Corporation or another enterprise against any expense, liability or loss, whether or not the Corporation

would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 6.6. Severability. In the event that any of the provisions of this Section VI (including any provision within a single section, paragraph or sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the full extent permitted by law.

SECTION VII

Miscellaneous

Section 7.1. Seal. The Corporation shall have a suitable seal, containing the name of the Corporation. The Secretary shall be in charge of the seal and may authorize one or more duplicate seals to be kept and used by any other officer or person.

Section 7.2. Waiver of Notice. Whenever any notice is required to be given, a waiver thereof in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 7.3. Voting of Stock Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chairman of the Board, the President, any Vice President or such officers or employees or agents as the Board of Directors or any of such designated officers may direct. Any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may from time to time confer like powers upon any other person or persons.

Section 7.4. Fiscal Year. The Board of Directors is authorized to fix the fiscal year of the Corporation and to change the same from time to time as it deems appropriate.

8/31/2007

SECTION VIII**Amendment of Bylaws**

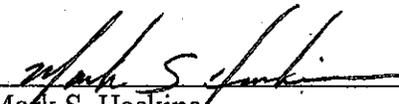
Section 8.1 Amendment of Bylaws. The Board of Directors, by the affirmative vote of a majority of the whole Board of Directors, shall have power to amend, alter, change, adopt or repeal the Bylaws of the Corporation at any regular or special meeting; provided, however, that the stockholders entitled to vote may prescribe that any Bylaw adopted by the stockholders may not be amended, altered, changed or repealed by the Board of Directors. The stockholders entitled to vote also shall have the power to amend, alter, change, adopt or repeal the Bylaws of the Corporation at any annual or special meeting subject to the requirements of the Certificate of Incorporation.

Exhibit B to Gulf South Medical Supply, Inc.'s Certificate of Authority
Signatory Authorization Form

Gulf South Medical Supply, Inc. Signatory Authorization Form

The undersigned, in my capacity as the Vice President Finance of Gulf South Medical Supply, Inc., a Delaware corporation (the "Company"), hereby authorizes, directs and appoints Jenni Edwards, an employee of the Company holding the title of Director, State and Federal Contracts, to execute any and all contracts, and amendments to those contracts, on behalf of the Company, pursuant to the authority granted to the undersigned by Section 5.14 of the bylaws of the Company.

In witness whereof, the undersigned has executed this Signatory Authorization Form as of the 31 day of August, 2009.



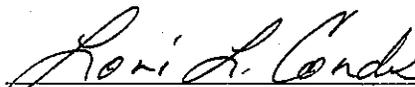
Mark S. Haskins
Vice President Finance

State of Florida
County of Duval

On this 31 day of August, 2009, before me Mark S. Haskins the undersigned officer, personally appeared _____ known personally to me to be the Vice President Finance of the above named corporation (Title) and acknowledged that he, as an officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as an officer.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.





Notary Public/Commissioner of Oath
My Commission Expires 9/7/2012

(SEAL)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KG
GULFS-1

DATE (MM/DD/YYYY)
06/26/09

PRODUCER

 rden & Associates, Inc.
 1 Riverside Ave. Suite 1000
 Jacksonville FL 32202
 Phone: 904-354-3785 Fax: 904-634-1302

INSURED

 Gulf South Medical Supply, Inc
 a PSS World Medical Company
 4345 Southpoint Blvd
 Jacksonville FL 32216

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Co	16535
INSURER B: Continental Casualty Co.	20443
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GLO373056205	06/01/09	06/01/10	EACH OCCURRENCE \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2000000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 2000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ See Below
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP373056305	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 2000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC373056105 (EXCEPT ND, OH, WA, WY)	06/01/09	06/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
B	Products Liability (Claims Made)	ADT4015910144	06/01/09	06/01/10	Per Claim 1000000 Aggregate 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

NHDHH01

New Hampshire Department of Health & Human Services
 Office of Business Operations
 129 Pleasant Street
 Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Rayla S Grimes

