REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital and Glenciff Home, to enter into Sole Source amendments to existing contracts, which were originally competitively bid, with the Contractors listed below for the provision of temporary staff at New Hampshire Hospital and Glenciff Home, by increasing the total shared price limitation by $7,730,000 from $3,770,000 to $11,500,000 with no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval. 31% General Funds. 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

The original contracts were approved by Governor and Council as specified below.

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>G&amp;C Approval</th>
<th>Current Shared Price Limitation</th>
<th>Increase</th>
<th>Revised Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc. (Concord, NH)</td>
<td>216506-B001</td>
<td>O: 6/28/2023 (Item #15)</td>
<td>$3,770,000</td>
<td>$7,730,000</td>
<td>$11,500,000</td>
</tr>
<tr>
<td>AHS Staffing LLC (Traverse City, MI)</td>
<td>465000</td>
<td>O: 6/28/2023 (Item #15)</td>
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<tr>
<td>Aya Healthcare, Inc. (San Diego, CA)</td>
<td>300930</td>
<td>O: 7/19/2023 (Item #16)</td>
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<tr>
<td>CareerStaff Unlimited, LLC (Irving, TX)</td>
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<tr>
<td>CMG CIT Acquisition, LLC (Manchester, NH)</td>
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<td>O: 6/28/2023 (Item #15)</td>
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<td>CompuNell Software Group, Inc. (Plainsboro, NJ)</td>
<td>226371</td>
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<tr>
<td>Cross Country Staffing, Inc</td>
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<tr>
<td>(Boca Raton, FL)</td>
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<td>Focus Staff Services LP</td>
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<tr>
<td>Healthcare Staffing Professionals, Inc. (Reseda, CA)</td>
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<td>International SOS Government Medical Services, Inc. (Houston, TX)</td>
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<td>(Stockton, CA)</td>
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<tr>
<td>ShareSTAFF LLC</td>
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<tr>
<td>SHC Services, Inc.</td>
<td>209387</td>
<td>O: 6/28/2023 (Item #15)</td>
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<td></td>
<td></td>
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<tr>
<td>(Dallas, TX)</td>
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<tr>
<td>Sunbelt Staffing, LLC</td>
<td>332980</td>
<td>O: 6/28/2023 (Item #15)</td>
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<td>(Oldsmar, FL)</td>
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<tr>
<td>Tryfacta, Inc.</td>
<td>450101</td>
<td>O: 6/28/2023 (Item #15)</td>
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<tr>
<td>(Derry, NH)</td>
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<tr>
<td>Worldwide Travel Staffing, Limited (Tonawanda, NY)</td>
<td>224259</td>
<td>O: 6/28/2023 (Item #15)</td>
<td></td>
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</tr>
</tbody>
</table>

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-091-910010-5710, Health & Social Services, Department of Health and Human Services, Glencliff Home Professional Care

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class / Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Current Budget</th>
<th>Increased (Decreased) Amount</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
<td>$490,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
05-95-094-940010-8750 Health and Social Services, Department of Health and Human Services HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psych. Services

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class / Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Current Budget</th>
<th>Increased (Decreased) Amount</th>
<th>Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,500,000</td>
<td>$4,000,000</td>
<td>$5,500,000</td>
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<tr>
<td>2025</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,250,000</td>
<td>$2,750,000</td>
<td>$4,000,000</td>
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<tr>
<td></td>
<td></td>
<td><strong>Subtotal</strong></td>
<td></td>
<td><strong>$2,750,000</strong></td>
<td><strong>$6,750,000</strong></td>
<td><strong>$9,500,000</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$3,770,000</strong></td>
<td><strong>$7,730,000</strong></td>
<td><strong>$11,500,000</strong></td>
</tr>
</tbody>
</table>

**EXPLANATION**

This request is Sole Source because the Department is increasing the total shared price limitation by more than 10% for these contracts, which were originally competitively bid. While recruitment has increased, the healthcare workforce shortage in New Hampshire persists and the labor market remains incredibly competitive. New Hampshire Hospital and Glencliff Home continue to actively recruit for permanent staff and utilize a range of recruitment strategies; however, nursing vacancies remain higher than anticipated when the Department originally calculated the shared price limitation for these services.

The purpose of this request is to add funds to existing contracts to continue to provide temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers to support New Hampshire Hospital and Glencliff Home. The Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. These temporary staff services contracts allow the Department to maintain a high standard of care and avoid disruptions to the continuity of services while New Hampshire Hospital and Glencliff Home continue to recruit permanent staff to fill open positions.

The population served includes patients at New Hampshire Hospital and Glencliff Home.

The Contractors will continue to provide qualified and properly licensed temporary staff to New Hampshire Hospital and Glencliff Home, as requested by the Department, based on staffing needs. All Contractors are paid at the same position-specific hourly rates specified in the agreements.
The Department will continue to monitor services by screening all temporary staff for appropriate education and experience prior to placement, and by supervising the Contractors’ personnel while they are on-shift performing their duties.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for New Hampshire Hospital and Glencliff Home, which may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios and an increase in the number of patients on New Hampshire Hospital’s waitlist.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and 22nd Century Technologies, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
   2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

3. Exhibit C, Section 4, to read:
   4. For the purposes of this Agreement the Department has identified:
      4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:
   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 pm - 7:00 a.m. shift at Glenciff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glenciff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glenciff on the eve of the holiday and end with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glenciff on the day of the holiday.

   5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/28/2023

Date

Ellen Marie Lapointe
Name:

Title: Chief Executive Officer

22nd Century Technologies, Inc.

11/21/2023

Date

Isha Sharma
Name:

Title: Contracts Manager

22nd Century Technologies, Inc.
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/30/2023
Date

[Signature]
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ________________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

___________________________
Date

___________________________
Name:
Title:
State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 22ND CENTURY TECHNOLOGIES, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on November 02, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 661348
Certificate Number: 0006237725

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

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

1. Anil Sharma, hereby certify that:
   (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of 22nd Century Technologies, Inc.
   (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and
   held on Nov 27, 2023, at which a quorum of the Directors/shareholders were present and voting.
   (Date)

VOTED: That ________________________________(may list more than one person)
   (Name and Title of Contract Signatory)

is duly authorized on behalf of 22nd Century Technologies, Inc. to enter into contracts or agreements with the State
   (Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all
   documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which
   may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 11/27/2023

Signature of Elected Officer
Name: Anil Sharma
Title: CEO

Rev. 03/24/20
CERTIFICATE OF LIABILITY INSURANCE

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

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGES

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlantic Specialty Insurance Company</td>
<td>Commercial General Liability</td>
<td>Commercial General Liability</td>
</tr>
<tr>
<td>Atlantic Specialty Insurance Company</td>
<td>Umbrella Liability</td>
<td>Umbrella Liability</td>
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<tr>
<td>United Wisconsin Insurance Company</td>
<td>Professional Liability/E&amp;O</td>
<td>Professional Liability/E&amp;O</td>
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<tr>
<td>Hartford Insurance</td>
<td>3rd Party Fidelity Crime Bond</td>
<td>3rd Party Fidelity Crime Bond</td>
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<td>Evanston Insurance Company</td>
<td>Medical Malpractice</td>
<td>Medical Malpractice</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

State of NH named as additional insured on the General Liability policy, per written contract.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Benjamin Levenson
02/06/2024

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

June 15, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and
Gienciff Home to enter into contracts with the Contractors listed below in an amount not to exceed
a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at
New Hampshire Hospital and Glencliff Home, with the option to renew for up to four (4) additional
years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 31%
General Funds. 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
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<td></td>
</tr>
<tr>
<td>SHC Services, Inc.</td>
<td>209387</td>
<td></td>
</tr>
</tbody>
</table>
Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
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</thead>
<tbody>
<tr>
<td>2024</td>
<td>101-500729</td>
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<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal</td>
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<td>$1,020,000</td>
</tr>
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05-095-091-910010-5710-101-500729, Health & Social Services, Department of Health and Human Services, Glencliff Home Professional Care

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</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

EXPLANATION

The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Departments intent to bring additional bed capacity On E/F.
units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glencliff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glencliff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glencliff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department’s website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glencliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals’ ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner
<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Technical</th>
<th>22nd Century Technologies, Inc.</th>
<th>All's Well, Inc. dba All's Well</th>
<th>Adelphi Medical Staffing, LLC</th>
<th>AHS Staffing LLC</th>
<th>Aya Healthcare, Inc*</th>
<th>BayInfotech, LLC</th>
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<tbody>
<tr>
<td>Maximum Points Available</td>
<td>20</td>
<td>35</td>
<td>20</td>
<td>32</td>
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<td>Ability (Q1)</td>
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<td>Experience (Q2)</td>
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<tr>
<td>Capacity (Q3)</td>
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<td>42</td>
<td>45</td>
<td>32</td>
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<tr>
<td>Project Management (Q4)</td>
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<td>15</td>
<td>15</td>
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<td>TOTAL POINTS</td>
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<td>128</td>
<td>75</td>
<td>87</td>
<td>118</td>
<td>129</td>
<td>89</td>
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</table>

**TOTAL PROPOSED VENDOR COST**

Not Applicable - No Cost Proposal for RFA

Reviewer Name | Title
---|---
1. Anne Durant | NHH, Nursing Coordinator
2. Kevin Lincoln | Director of Finance of Glenciff Home
3. Bret Mason | NHH, Chief Financial Officer
4. Donna Ferland | NHH, Finance Director
5. Carol Delisle | NHH, Assistant Chief Nursing Officer

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<tbody>
<tr>
<td>38</td>
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<tr>
<td>28</td>
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</tr>
<tr>
<td>126</td>
<td>99</td>
<td>122</td>
</tr>
<tr>
<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC</td>
<td>Cross Country Staffing, Inc.</td>
</tr>
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<tr>
<td>93</td>
<td>116</td>
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</tbody>
</table>

*Not Applicable - No Cost Proposal for RFA*

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
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* Not Applicable - No Cost Proposal for RFA

* The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solutions L.L.C.</th>
<th>Resource Logistics, Inc.</th>
<th>ShareSTAFF LLC</th>
<th>SHC Services, Inc.</th>
<th>Sunbelt Staffing, LLC</th>
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<td>121</td>
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</tr>
<tr>
<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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<td>123</td>
<td></td>
</tr>
</tbody>
</table>

*Not Applicable - No Cost Proposal for RFA*
Subject: Temporary Staff Services (RFA-2024-NHH-01-TEMPO-01)

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

AGREEMENT

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

**GENERAL PROVISIONS**

1. **IDENTIFICATION.**

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3 Contractor Name</th>
<th>1.4 Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc.</td>
<td>2 ½ Beacon St. Concord, NH 03301</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Contractor Phone Number</th>
<th>1.6 Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>888-998-7284</td>
<td>05-095-094-90010-8750-102-500731</td>
</tr>
<tr>
<td></td>
<td>05-095-091-910010-5710-101-500729</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7 Completion Date</th>
<th>1.8 Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/2025</td>
<td>Shared Price Limitation of $3,770,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9 Contracting Officer for State Agency</th>
<th>1.10 State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603)-271-9606</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.11 Contractor Signature</th>
<th>1.12 Name and Title of Contractor Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isha Sharma</td>
<td>Isha Sharma Contracts Manager</td>
</tr>
<tr>
<td>Date: 6/1/2023</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.13 State Agency Signature</th>
<th>1.14 Name and Title of State Agency Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ellen Marie Lapointe</td>
<td>Ellen Marie Lapointe Executive Officer</td>
</tr>
<tr>
<td>Date: 6/6/2023</td>
<td></td>
</tr>
</tbody>
</table>

1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: Director, On:

1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)

By: [Signature] On: 6/8/2023

1.17 Approval by the Governor and Executive Council (if applicable)

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account, or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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.
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):  
8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.  
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, of the following actions:  
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor, has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.  
8.3 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.  
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.  
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.  
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement, no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT A  

Revisions to Standard Agreement Provisions  

1. Revisions to Form P-37, General Provisions  

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:  

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 (“Effective Date”).  

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:  

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.  

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:  

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

1.1.1. Registered Nurses (RNs);
1.1.2. Licensed Practical Nurses (LPNs);
1.1.3. Licensed Nursing Assistants (LNAs);
1.1.4. Mental Health Workers (MHWs); and
1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

1.2.1. Valid applicable licenses issued in New Hampshire.
1.2.2. Resumes.
1.2.3. CPR certification, as required by state law.
1.2.4. Proof of pre-employment screening which includes, but is not limited to:
   1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
   1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:
      1.2.4.2.1. Hepatitis B.
      1.2.4.2.2. Influenza.
      1.2.4.2.3. MMR.
      1.2.4.2.4. Varicella (chickenpox).
      1.2.4.2.5. Tetanus, diphtheria, pertussis.
      1.2.4.2.6. TB skin test (Quantiferon TB gold).
      1.2.4.2.7. Criminal background check(s) required in Section 1.13.
   1.2.4.3. At least three (3) professional references.
   1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited...
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s);
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments:
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
New Hampshire Department of Health and Human Services
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EXHIBIT B

1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

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

1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.

1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.

1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.

1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.

1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:

1.8.1.1. Assisting in admission procedures.

1.8.1.2. Searching for contraband.
1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
New Hampshire Department of Health and Human Services
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EXHIBIT B

1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master’s Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned
cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support; modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
New Hampshire Department of Health and Human Services
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EXHIBIT B

and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with
an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member’s end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor’s alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department’s request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:
   1.12.2.1. Site visits.
   1.12.2.2. File reviews.
   1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
   1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
   1.13.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:
   1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
   1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
EXHIBIT B

1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department's email system:

1.14.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov."

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User's will only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms

RFA-2024-NHH-01-TEMPO-01
22nd Century Technologies, Inc.

Contractor Initials

Date 6/1/2023
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

- 3.2.3.1. Brochures.
- 3.2.3.2. Resource directories.
- 3.2.3.3. Protocols or guidelines.
- 3.2.3.4. Posters.
- 3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

- 4.1.1. Books, records, documents and other electronic or physical 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.

- 4.1.2. All records must 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
New Hampshire Department of Health and Human Services
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EXHIBIT B

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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200:331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

**EXHIBIT C**

**Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

**Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

**Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

**Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff**

---

RFA-2024-NHH-01-TEMPO-01  C-2.0  Contractor Initials: [Signature]

22nd Century Technologies, Inc.  Page 2 of 7  Date: 6/1/2023
New Hampshire Department of Health and Human Services
Temporary Staff Services

**EXHIBIT C**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services  
Temporary Staff Services

EXHIBIT C

5. Weekend, 2:45 p.m. – 11:00 p.m. $83.00
6. Weekend, 10:45 p.m. – 7:00 a.m. $84.00

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2. Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3. Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4. Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5. Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6. Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Glencliff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 p.m. – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year's Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td></td>
<td>Christmas Eve and Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

**EXHIBIT C**

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:

Financial Manager  
Department of Health and Human Services  
121 So. Fruit St  
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to:  
Glencliff.AP@dhhs.nh.gov or mailed to:  
Financial Manager  
Glencliff Home  
PO Box 76  
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor’s fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor’s fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
       1.2.1. The dangers of drug abuse in the workplace;
       1.2.2. The grantee's policy of maintaining a drug-free workplace;
       1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
       1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
       1.4.1. Abide by the terms of the statement; and
       1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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.

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:

1.6.1. 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

1.6.2. 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.

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: 22nd Century Technologies, Inc.

6/1/2023

Date

[Signature]

Name: Isma Sharma
Title: contracts manager

Vendor Initials 6/1/2023
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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 subcontractor), 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-1.)

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.

Vendor Name: 22nd Century Technologies, Inc.

Date: 6/1/2023

Name: Ishika Sharma
Title: Contracts Manager

Exhibit E - Certification Regarding Lobbying

Vendor Initials: [Signature]
Date: 6/1/2023
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

Contractor Initials
6/1/2023

Date
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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. 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;
11.3. 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 (I)(b) of this certification; and
11.4. 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.

12. 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
13. 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:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
13.2. 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).

14. 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 Name: 22nd Century Technologies, Inc.

Date: 6/1/2023

Name: Isha Sharma
Title: Contracts Manager
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13599, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;


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.

Exhibit G

[Signature]

[Contractor Initials]

[Date] 6/1/2023
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman:

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:

I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: 22nd Century Technologies, Inc.

6/1/2023

Date

Isha Sharma

Name: Isha Sharma
Title: Contracts Manager
New Hampshire Department of Health and Human Services
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 Name: 22nd Century Technologies, Inc.

Date: 6/1/2023

[Signature]

Isha Sharma

Name: Isha Sharma
Title: Contracts Manager

Exhibit H - Certification Regarding Environmental Tobacco Smoke
Page 1 of 1
NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
New Hampshire Department of Health and Human Services  
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA reported data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: 22nd Century Technologies, Inc.

6/1/2023
Date

Name: Ishu Sharma
Title: Contracts Manager

Contractor Initialed
6/1/2023
New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: QT2VZ9L1VPQ1

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   [ ] NO [ ] YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   [ ] NO [ ] YES

   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ___________________________ Amount: ________________
   Name: ___________________________ Amount: ________________
   Name: ___________________________ Amount: ________________
   Name: ___________________________ Amount: ________________
   Name: ___________________________ Amount: ________________
A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for any other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc.; alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative thereof disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open...
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2.

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. § 5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State’s Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

- limit disclosure of the Confidential Information to the extent permitted by law.

- Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks; card keys, biometric identifiers, etc.).

- only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

- in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and AHS Staffing LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
   2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
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</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
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3. Exhibit C, Section 4, to read:
4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:

5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 p.m. - 7:00 a.m. shift at Glenciff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NNH and with the 2:45 p.m. - 11:00 p.m. shift at Glenciff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. - 11:15 p.m. shift at NNH and with the 2:45 p.m. - 11:00 p.m. shift at Glenciff on the eve of the holiday and end with 2:45 p.m. - 11:15 p.m. shift at NNH and with the 2:45 p.m. - 11:00 p.m. shift at Glenciff on the day of the holiday.

5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the hourly rate in the applicable Tables above.
Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/7/2023
Date

[Signature]
Name: Ellen Marie Lapointe
Title: Chief Executive Officer

AHS Staffing LLC

11/20/2023
Date

[Signature]
Name: Brent Bormaster
Title: President

AHS Staffing LLC
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

_12/7/2023_

Date

[Signature]

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:
I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AHS STAFFING LLC is a Oklahoma Limited Liability Company registered to transact business in New Hampshire on November 09, 2010. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 638521
Certificate Number: 0006226761

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 10th day of May A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, Trebor Nail, CFO, hereby certify that:

1. I am a duly elected Officer of AHS Staffing, LLC

2. The following is a true copy of a vote taken by the Board of Directors, duly held on October 1, 2022, at which a quorum of the Directors were present and voting.

VOTED: That Brent Bormaster, President is duly authorized on behalf of AHS Staffing, LLC to enter into contracts or agreements and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary.

Said authority includes entering into agreements with the State of New Hampshire and any of its agencies or departments and further is authorized.

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

Dated: November 17, 2023

[Signature]

Name: Trebor Nail
Title: CFO
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 11/8/2023

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

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

**PRODUCER**
Arthur J. Gallagher Risk Management Services, LLC
615 E. Britton Rd
Oklahoma City OK 73114

**ADDRESS:**
Jennifer Pennington
Email: jennifer.pennington@ajg.com

**INSURED**
AHS Staffing, LLC
3051 Willowood Rd
Edmond, OK 73034

**INSURER(S) AFFORDING COVERAGE**

<table>
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</tbody>
</table>

**COVERAGES CERTIFICATE NUMBER:** 1284443625

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>PPK2610953</td>
<td>10/1/2023</td>
<td>10/1/2024</td>
<td>EACH OCCURRENCE: $5,000,000</td>
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<tr>
<td></td>
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<td>DAMAGE TO RENTED PREMISES (Each occurrence): $100,000</td>
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<td>MED EXP (Any one person): $5,000</td>
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<td>PERSONAL &amp; ADV INJURY: $5,000,000</td>
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<td>PRODUCTS - COMMERCE AGG: $5,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>10/1/2023</td>
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<td>BODILY INJURY (Per person): $5,000,000</td>
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<td>PROPERTY DAMAGE (Per accident): $5,000</td>
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<td>UMBRELLA LIABILITY</td>
<td>PUB884640</td>
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<td>AGGREGATE: $10,000,000</td>
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<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>MWC31527823</td>
<td>6/1/2023</td>
<td>6/1/2024</td>
<td>E.L. EACH ACCIDENT: $1,000,000</td>
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<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
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<td>PROFESSIONAL LIABILITY</td>
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<td>AGGREGATE: $5,000,000</td>
</tr>
</tbody>
</table>

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

See Acord 101

**CERTIFICATE HOLDER**

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.
30 day NOC to others
Any person or organization with whom you have agreed to provide 30 days prior written notice of cancellation, as identified on the list of such persons or organizations that is currently on file with the company.

Additional Remarks Schedule

Crime Policy # PPK2610953, Philadelphia Indemnity Insurance Company, 10-1-23/24, Limit: $1,000,000 per occurrence for Client’s coverage for your employee's dishonest acts; $1,000 deductible per occurrence; Loss Payee: Any person or organization who you are required under a written contract or agreement to add to this policy as a loss payee, as their interest may appear.

Employment Practices Liability Policy # PPK2610953, Philadelphia Indemnity Insurance Company, 10-1-23/24; Limits: Employment Practices, $2,000,000 each Policy Period/$2,000,000 Aggregate; Retention: $25,000 for each claim.

Workers Compensation Employers Liability: Blanket Waiver of subrogation applies per form #WC000313(4-84). Blanket Alternate Employer endorsement applies per form #WC000381A. Workers Compensation does not apply to the Monopolistic states of Ohio, Washington, and North Dakota.

Stop Gap Employer Liability: Policy #PPK2610953, Philadelphia Indemnity Insurance Company, 10-1-23/24; States: North Dakota, Ohio, Washington, Wyoming: $1,000,000/$1,000,000/$1,000,000 limits.

Abusive Conduct Liability: Policy # PPK2610953, Philadelphia Indemnity Insurance Company, 10-1-23/24; Aggregate Limit $1,000,000/ Each Abusive Condition Limit $1,000,000/ $50,000 deductible applies.

Cyber Liability: Policy #ESM0239783721, Underwriters at Lloyd’s London, 10-1-23/24, $5,000,000 each claim/$5,000,000 aggregate limit; $150,000 retention each claim. Additional insured per form #Cyber V1.0

Excess Cyber Liability: Policy #2CIAOK17ES011346601, Accredited Specialty Insurance Company, 10-1-23/24; $5,000,000 each claim/ $5,000,000 aggregate limit

General Liability: Blanket Additional Insured form #CG20260413 applies. Blanket Waiver of subrogation, and primary, non-contributory wording provided in form #PIGLDTS1115. Deductible: BI/PD $50,000 per claim. Blanket Notice of cancellation applies per Form #PICANXAICH0020511. Separation of insureds included in form #CG00010413.

Auto: Blanket Designated Insured form #CA2048P0299 applies. Blanket Waiver of subrogation form #CA044404310 applies. Primary, noncontributory coverage applies per form #PIMANU20100. Blanket Notice of cancellation applies per Form #PI-CANXAICH0020511. Separation of insureds included.

Professional Liability: Blanket Additional Insured, Blanket Waiver of Subrogation and Primary, Non-Contributory apply per form #PITSMANU. $25,000 deductible applies. Blanket Notice of cancellation applies per Form #PI-CANXAICH0020511. Medical professional per Allied Healthcare endorsement #PITS090512.


Coverage is subject to actual policy terms and conditions.
STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL
36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300

June 15, 2023

His'Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House,
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and
Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed
a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at
New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional
years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025, 31%
General Funds. 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc. (Concord, NH)</td>
<td>216506-B001</td>
<td>$3,770,000</td>
</tr>
<tr>
<td>AHS Staffing LLC (Traverse City, MI)</td>
<td>638521</td>
<td></td>
</tr>
<tr>
<td>Career Staff Unlimited, LLC (Irving, TX)</td>
<td>449994</td>
<td></td>
</tr>
<tr>
<td>CMG CIT Acquisition, LLC (Manchester, NH)</td>
<td>296667</td>
<td></td>
</tr>
<tr>
<td>Compuniel Software Group, Inc. (Plainsboro, NJ)</td>
<td>V00070434</td>
<td></td>
</tr>
<tr>
<td>Cross’ Country Staffing, Inc (Boca Raton, FL)</td>
<td>262451</td>
<td></td>
</tr>
<tr>
<td>Healthcare Staffing Professionals, Inc. (Reseda, CA)</td>
<td>449651</td>
<td></td>
</tr>
<tr>
<td>Maxim Healthcaare Staffing Services, Inc. (Columbia, MD)</td>
<td>438253</td>
<td></td>
</tr>
<tr>
<td>ShareSTAFF LLC (Stockton, CA)</td>
<td>525551</td>
<td></td>
</tr>
<tr>
<td>SHC Services, Inc. (Dallas, TX)</td>
<td>209387</td>
<td></td>
</tr>
</tbody>
</table>
Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
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<tr>
<td>2025</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
</tr>
<tr>
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<td>Subtotal</td>
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<td>$1,020,000</td>
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<tr>
<td></td>
<td></td>
<td><strong>Subtotal</strong></td>
<td></td>
<td><strong>$3,770,000</strong></td>
</tr>
</tbody>
</table>

**EXPLANATION**

The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Department's intent to bring additional bed capacity On E/F
units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glendiff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glendiff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glendiff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department’s website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glendiff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals’ ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
**Project ID #** RFA-2024-NHH-01-TEMPO  

**Project Title** Temporary Staff Services  

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Maximum Points Available</th>
<th>22nd Century Technologies, Inc.</th>
<th>All's Well, Inc. dba All's Well</th>
<th>Adelphi Medical Staffing, LLC</th>
<th>AHS Staffing LLC</th>
<th>Aya Healthcare, Inc*</th>
<th>BayInfotech, LLC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anne Durant</td>
<td>45</td>
<td>35</td>
<td>20</td>
<td>32</td>
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<tr>
<td>2. Kevin Lincoln</td>
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<td>3. Bret Mason</td>
<td>50</td>
<td>45</td>
<td>15</td>
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<td>42</td>
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<td>4. Donna Ferland</td>
<td>25</td>
<td>23</td>
<td>15</td>
<td>15</td>
<td>17</td>
<td>22</td>
<td>22</td>
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<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>150</strong></td>
<td><strong>128</strong></td>
<td><strong>75</strong></td>
<td><strong>87</strong></td>
<td><strong>118</strong></td>
<td><strong>129</strong></td>
<td><strong>89</strong></td>
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</table>

**TOTAL PROPOSED VENDOR COST**  

*Not Applicable - No Cost Proposal for RFA*

**Reviewer Name**

1. Anne Durant  
NHH, Nursing Coordinator

2. Kevin Lincoln  
Director of Finance of Glencliff Home

3. Bret Mason  
NHH, Chief Financial Officer

4. Donna Ferland  
NHH, Finance Director

5. Carol Delisle  
NHH, Assistant Chief Nursing Officer

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<td>38</td>
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<tr>
<td>126</td>
<td>99</td>
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<tr>
<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC</td>
<td>Cross Country Staffing, Inc.</td>
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<td>93</td>
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</table>

*Not Applicable - No Cost Proposal for RFA*

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
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</tbody>
</table>

*Not Applicable - No Cost Proposal for RFA*

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solutions L.L.C.</th>
<th>Resource Logistics, Inc.</th>
<th>ShareSTAFF LLC</th>
<th>SHC Services, Inc.</th>
<th>Sunbelt Staffing, LLC</th>
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<td>93</td>
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</tr>
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<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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</tr>
</tbody>
</table>

Not Applicable - No Cost Proposal for RFA
Subject: Temporary Staff Services (RFA-2024-NHH-01-TEMPO-02)

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

**AGREEMENT**

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

### GENERAL PROVISIONS

<table>
<thead>
<tr>
<th><strong>1. IDENTIFICATION.</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1 State Agency Name</strong></td>
<td>New Hampshire Department of Health and Human Services</td>
</tr>
<tr>
<td><strong>1.2 State Agency Address</strong></td>
<td>129 Pleasant Street, Concord, NH 03301-3857</td>
</tr>
<tr>
<td><strong>1.3 Contractor Name</strong></td>
<td>AHS Staffing LLC</td>
</tr>
<tr>
<td><strong>1.4 Contractor Address</strong></td>
<td>226 E. Sixteenth St, Suite A, Traverse City, MI 49684</td>
</tr>
<tr>
<td><strong>1.5 Contractor Phone Number</strong></td>
<td>(302) 524-2128</td>
</tr>
<tr>
<td><strong>1.6 Account Number</strong></td>
<td>05-095-094-940010-8750-102-500731, 05-095-091-910010-5710-101-500729</td>
</tr>
<tr>
<td><strong>1.7 Completion Date</strong></td>
<td>6/30/2025</td>
</tr>
<tr>
<td><strong>1.8 Price Limitation</strong></td>
<td>Shared Price Limitation of $3,770,000</td>
</tr>
<tr>
<td><strong>1.9 Contracting Officer for State Agency</strong></td>
<td>Robert W. Moore, Director</td>
</tr>
<tr>
<td><strong>1.10 State Agency Telephone Number</strong></td>
<td>(603) 271-9631</td>
</tr>
<tr>
<td><strong>1.11 Contractor Signature</strong></td>
<td>Brent Bormast, President</td>
</tr>
<tr>
<td><strong>1.12 Name and Title of Contractor Signatory</strong></td>
<td>Brent Bormast, President</td>
</tr>
<tr>
<td><strong>1.13 State Agency Signature</strong></td>
<td>Ellen Marie Lapointe, Executive Officer</td>
</tr>
<tr>
<td><strong>1.14 Name and Title of State Agency Signatory</strong></td>
<td>Ellen Marie Lapointe, Executive Officer</td>
</tr>
<tr>
<td><strong>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</strong></td>
<td></td>
</tr>
<tr>
<td>By:</td>
<td>Director, On:</td>
</tr>
<tr>
<td><strong>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</strong></td>
<td></td>
</tr>
<tr>
<td>By:</td>
<td>On: 6/9/2023</td>
</tr>
<tr>
<td><strong>1.17 Approval by the Governor and Executive Council (if applicable)</strong></td>
<td></td>
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<tr>
<td>G&amp;C Item number:</td>
<td></td>
</tr>
<tr>
<td>G&amp;C Meeting Date:</td>
<td></td>
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Contractor Initials: **BB**

Date: 6/8/2023
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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.
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"): 8.1.1 failure to perform the Services satisfactorily or on schedule; 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may, at its sole discretion, terminate the Agreement for any reason and in whole or in part, by thirty (30) days written notice to the Contractor.
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not remedied within thirty (30) days from the date of the notice, the Contractor shall terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and setting up against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. For purposes of this paragraph, "Change of Control" means (a) a merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the Contractor Initials: [BB]
Date: 5/8/2023
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This provision in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer noted in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer noted in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 herein 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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
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Temporary Staff Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
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Temporary Staff Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:
   1.1.1. Registered Nurses (RNs);
   1.1.2. Licensed Practical Nurses (LPNs);
   1.1.3. Licensed Nursing Assistants (LNAs);
   1.1.4. Mental Health Workers (MHWs); and
   1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:
   1.2.1. Valid applicable licenses issued in New Hampshire.
   1.2.2. Resumes.
   1.2.3. CPR certification, as required by state law.
   1.2.4. Proof of pre-employment screening which includes, but is not limited to:
      1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
      1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:
         1.2.4.2.1. Hepatitis B.
         1.2.4.2.2. Influenza.
         1.2.4.2.3. MMR.
         1.2.4.2.4. Varicella (chickenpox).
         1.2.4.2.5. Tetanus, diphtheria, pertussis.
         1.2.4.2.6. TB skin test (Quantiferon TB gold).
         1.2.4.2.7. Criminal background check(s) required in Section 1.13.
   1.2.4.3. At least three (3) professional references.
   1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited to:
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EXHIBIT B

to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
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1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements
1.7.1. LNAs must be qualified to perform duties that include but are not limited to:
1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements
1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:
1.8.1.1. Assisting in admission procedures.
1.8.1.2. Searching for contraband.
1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned

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cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
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1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months.
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an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor's alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and
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Temporary Staff Services

EXHIBIT B

procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:

1.12.2.1. Site visits.
1.12.2.2. File reviews.
1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor’s expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
1.13.1.2. A name search of the Department’s Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department’s Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so.
New Hampshire Department of Health and Human Services
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1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department's email system:

1.14.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov"

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”
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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User's will only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms
New Hampshire Department of Health and Human Services  
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**EXHIBIT B**

3.1. **Impacts Resulting from Court Orders or Legislative Changes**

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. **Credits and Copyright Ownership**

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

- Brochures.
- Resource directories.
- Protocols or guidelines.
- Posters.
- Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. **Records**

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must 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
New Hampshire Department of Health and Human Services
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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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Payment Terms:

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$2,010,000</td>
<td>$1,760,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1 31% General funds.
   3.2 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1 The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

**EXHIBIT C**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

**Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

**Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

**Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

**Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6 Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 p.m. - 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 p.m. - 11:00 p.m. shift at Glencliff.
New Hampshire Department of Health and Human Services  
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EXHIBIT C

Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year’s Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Independence Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:
   - 6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.
   - 6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   - 7.1. Includes the Contractor’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   - 7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   - 7.3. Identifies and requests payment for allowable costs incurred in the previous month.
   - 7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   - 7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
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EXHIBIT C

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
121 So. Fruit St
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to:
Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager
Glencliff Home
PO Box 76
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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
New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

6/8/2023
Date

Vendor Name: American Health Staffing Group dba AHS Staffing

6/8/2023
Date

Brent Bormaster
Name: Brent Bormaster
Title: President

Vendor Initials BB

Exhibit D – Certification regarding Drug Free Workplace Requirements
Page 2 of 2
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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.

Vendor Name: American Health Staffing Group dba AHS Staffing

6/8/2023

Date

Brent Bormaster
Name
President

Exhibit E - Certification Regarding Lobbying

Page 1 of 1
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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   11.2. 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;
   11.3. 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 (l)(b) of this certification; and
   11.4. 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.

12. 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
13. 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:
   13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   13.2. 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).

14. 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 Name: American Health Staffing Group dba AHS Stai

6/8/2023
Date

[Signature]
Name: Brent Bormaster
Title: President

Exhibit F – Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Page 2 of 2

Contractor Initials
New Hampshire Department of Health and Human Services
Exhibit G

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of disability in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

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.

Exhibit G
Contractor Initials

6/8/2023
New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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:

I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: American Health Staffing Group dba AHS Staffing

Date: 6/8/2023

Name: Brent Bormaster
Title: President

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Exhibit G
Contractor Initials: BB
Date: 6/8/2023

02/14
Rev. 10/21/14
Page 2 of 2

6/8/2023
Date
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 Name: American Health Staffing Group dba AHS Staff

6/8/2023
Date

Brent Bormaster
Name: Brent Bormaster
Title: President
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: American Health Staffing Group dba AHS Staffing

Date: 6/8/2023

Name: Brent Bormaster
Title: President

Contractor Initials: BB
Date: 6/8/2023
New Hampshire Department of Health and Human Services  
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: VKKQCF37UUK7.

2. In your business or organization’s preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   
   _____ NO  _____ YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   
   _____ NO  _____ YES

   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ___________________________ Amount: _______________
   Name: ___________________________ Amount: _______________
   Name: ___________________________ Amount: _______________
   Name: ___________________________ Amount: _______________
   Name: ___________________________ Amount: _______________

(Contractor Initialed) 
6/8/2023
A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation: Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to: Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic...
New Hampshire Department of Health and Human Services
Exhibit K

DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
New Hampshire Department of Health and Human Services
Exhibit K
DHSS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2.

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its subcontractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U.S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Date 6/8/2023
New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

[Signature]
Contractor Initials

6/8/2023
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

[Signature]
6/8/2023
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State’s Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Aya Healthcare, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 19, 2023 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
   The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

3. Exhibit C, Section 4, to read:
   For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:
   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glenciff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenciff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenciff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenciff on the day of the holiday.

5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Date 12/21/2023

Ellen Marie Lapointe
Chief Executive Officer

Aya Healthcare, Inc.

Date 12/20/2023

Peter Kaufman
EVP

Aya Healthcare, Inc.
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/2/2024

Date

[Signature]

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: __________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AYA HEALTHCARE, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 09, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 772360
Certificate Number: 0006227343

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of May A.D. 2023.

David M. Scanlan
Secretary of State
December 27, 2023

VIA ELECTRONIC MAIL

New Hampshire Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Re: Authorized Signer – Peter Kaufman, EVP, Enterprise Services

To Whom It May Concern:

I, Laura MacNeel, in my capacity as Secretary of Aya Healthcare, Inc. (the “Company”), do hereby confirm that Peter Kaufman, the EVP, Enterprise Services of Aya Healthcare, Inc., was appointed as an authorized signer of the Company pursuant to an Action by Written Consent of the Sole Director of the Board of Directors of the Company, effective as of May 11, 2023, to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, on behalf of the Company. I further confirm that such authorization has not been amended or repealed and remains in full force and effect, and that such authorization was in full force and effect on December 20, 2023 when Amendment #1 to the Temporary Staff Services contract between the Company and the State of New Hampshire, Department of Health and Human Services, was signed by Peter Kaufman on behalf of the Company. It is understood that the State of New Hampshire will rely on this letter as evidence that I currently occupy the corporate office listed above and have the authority to make the statements stated herein on behalf of the Company.

Sincerely,

Laura MacNeel
Secretary, Aya Healthcare, Inc.
Signed: December 27, 2023
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**

Baton Rouge, LA-Hub International Gulf South
8550 United Plaza Blvd
Suite 500
Baton Rouge LA 70809

**INSURED**

Aya Healthcare, Inc
5530 Cornerstone Court West, Suite 300
San Diego CA 92121

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>NAIC #</th>
<th>INSURER</th>
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<tbody>
<tr>
<td>19399</td>
<td>AAI Insurance Company</td>
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<tr>
<td>25445</td>
<td>Ironshore Specialty Company</td>
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<tr>
<td>17221</td>
<td>Homesite Insurance Company</td>
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<td>37540</td>
<td>Beazley Insurance Company</td>
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</table>

**COVERAGES**

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<tr>
<th>TYPE OF INSURANCE</th>
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<th>LIMITS</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>HC7CACQJ6J001</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td></td>
<td>DAMAGE TO RENTED PREMISES/EXC OCCUR $100,000</td>
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<td>MED EXP (Any one person) $50,000</td>
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<tr>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $3,000,000</td>
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<td></td>
<td>PRODUCTS - COMPOD AGG $3,000,000</td>
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<td>AUTO MOTOR LIABILITY</td>
<td>HC7CACQJ6J001</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
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<td></td>
<td>BODILY INJURY (Per person) $</td>
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<td></td>
<td></td>
<td>BODILY INJURY (Per accident) $</td>
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<td></td>
<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>UMBRELLA LIABILITY</td>
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<td>EACH OCCURRENCE $5,000,000</td>
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<td>AGGREGATE $5,000,000</td>
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<td>WORKERS COMPENSATION</td>
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<td>X/PER STATUTE $1,000,000</td>
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<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td></td>
<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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<td>MED PROFESSIONAL LIABILITY</td>
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<td>$1,000,000 Per Claim</td>
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<td>$3,000,000 Aggregate</td>
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</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101)**

**CERTIFICATE HOLDER**

State of NH
Department of Health and Human Services
128 Pleasant Street
Concord NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

June 21, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and
Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed
an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at
New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional
years, effective upon Governor and Council approval, through June 30, 2025. 31% General
Funds. 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aya Healthcare, Inc.</td>
<td>300930</td>
<td>$3,770,000</td>
</tr>
<tr>
<td>(San Diego, CA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Focus-Staff Services LP</td>
<td>441617</td>
<td>$3,770,000</td>
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<tr>
<td>(Dallas, TX)</td>
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<td></td>
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<tr>
<td>International SOS Government Medical</td>
<td>449642</td>
<td>$3,770,000</td>
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<tr>
<td>Services, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Houston, TX)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$3,770,000</strong></td>
</tr>
</tbody>
</table>

Funds are anticipated to be available in the following accounts for in State Fiscal Years
2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>910000000</td>
<td>$510,000</td>
</tr>
<tr>
<td>2025</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>910000000</td>
<td>$510,000</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,020,000</strong></td>
</tr>
</tbody>
</table>
The purpose of this request is to secure additional temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glenciff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Department's intent to bring additional bed capacity in the E/F units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

The Department presented the other 13 contracts resulting from this Request for Applications (RFA) to the Governor and Executive Council at the June 28, 2023 meeting. The Department is presenting the remaining three (3) contractors who required additional time to obtain the required MOP 150 documentation to complete the contract binders.

Both NHH and Glenciff Home have ramped up recruitment strategies to fill empty state employee positions, but vacancies remain high across the board; RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However, these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glenciff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glenciff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,500,000</td>
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<tr>
<td>2025</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
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<td>$1,250,000</td>
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<td>Subtotal</td>
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<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>
The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department’s website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glencliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals’ ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

[Signature]

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services’ Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
**Project Title**: Temporary Staff Services

<table>
<thead>
<tr>
<th>Technical</th>
<th>Maximum Points Available</th>
<th>22nd Century Technologies, Inc.</th>
<th>All's Well, Inc. dba All's Well</th>
<th>Adelphi Medical Staffing, LLC</th>
<th>AHS Staffing LLC</th>
<th>Aya Healthcare, Inc.</th>
<th>BayInfotech, LLC.</th>
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</thead>
<tbody>
<tr>
<td>Ability (Q1)</td>
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<td>20</td>
<td>32</td>
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<td>25</td>
<td>15</td>
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<tr>
<td>Capacity (Q3)</td>
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<td>25</td>
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**TOTAL PROPOSED VENDOR COST**

Not Applicable - No Cost Proposal for RFA

**Reviewer Name**

1. Anne Durant - NHH, Nursing Coordinator
2. Kevin Lincoln - Director of Finance of Glenciff Home
3. Bret Mason - NHH, Chief Financial Officer
4. Donna Ferland - NHH, Finance Director
5. Carol Delisle - NHH, Assistant Chief Nursing Officer
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<td>Cross Country Staffing, Inc.</td>
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*Not Applicable - No Cost Proposal for RFA*
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Not Applicable - No Cost Proposal for RFA
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<th>Maxim-Healthcare Staffing Services, Inc.</th>
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<th>Resource Logistics; Inc.</th>
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<th>SHC Services, Inc.</th>
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<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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Not Applicable - No Cost Proposal for RFA
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### AGREEMENT

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

**GENERAL PROVISIONS**

1. **IDENTIFICATION.**

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>New Hampshire Department of Health and Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2 State Agency Address</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
<tr>
<td>1.3 Contractor Name</td>
<td>Aya Healthcare, Inc.</td>
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<tr>
<td>1.4 Contractor Address</td>
<td>5930 Cornerstone Court West, #300 San Diego, CA 92121</td>
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<td>1.5 Contractor Phone Number</td>
<td>858-263-0845</td>
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<tr>
<td>1.6 Account Number</td>
<td>05-095-094-940010-8750-102-500731</td>
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<td>1.7 Completion Date</td>
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<tr>
<td>1.8 Price Limitation</td>
<td>Shared Price Limitation of $3,770,000</td>
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<tr>
<td>1.9 Contracting Officer for State Agency</td>
<td>Robert W. Moore, Director</td>
</tr>
<tr>
<td>1.10 State Agency Telephone Number</td>
<td>(603) 271-9631</td>
</tr>
<tr>
<td>1.11 Contractor Signature</td>
<td>[Signature] Date: 6/23/2023</td>
</tr>
<tr>
<td>1.12 Name and Title of Contractor Signatory</td>
<td>Peter Kaufman EVP</td>
</tr>
<tr>
<td>1.13 State Agency Signature</td>
<td>[Signature] Date: 6/23/2023</td>
</tr>
<tr>
<td>1.14 Name and Title of State Agency Signatory</td>
<td>Ellen Marie Lapointe 6/23/2023</td>
</tr>
<tr>
<td>1.15 Approval by the N.H. Department of Administration; Division of Personnel (if applicable)</td>
<td>By: Director, On:</td>
</tr>
<tr>
<td>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</td>
<td>By: [Signature] On: 6/26/2023</td>
</tr>
<tr>
<td>1.17 Approval by the Governor and Executive Council (if applicable)</td>
<td>G&amp;C Item number: G&amp;C Meeting Date:</td>
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Contractor Initials: [Signature] Date: 6/23/2023
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 continuation of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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, 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.
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default");
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.3. 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/Preservation.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the Contractor.

Contractor Initials [Pl]
Date 8/23/2023
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS’ COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 add in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
   
   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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor and Executive Council approval ("Effective Date").
   
   1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
   
   3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
   
   1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
   
   12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

1.1.1. Registered Nurses (RNs);
1.1.2. Licensed Practical Nurses (LPNs);
1.1.3. Licensed Nursing Assistants (LNAs);
1.1.4. Mental Health Workers (MHWs); and
1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

1.2.1. Valid applicable licenses issued in New Hampshire.
1.2.2. Resumes.
1.2.3. CPR certification, as required by state law.
1.2.4. Proof of pré-employment screening which includes, but is not limited to:
   1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
   1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:
      1.2.4.2.1. Hepatitis B.
      1.2.4.2.2. Influenza.
      1.2.4.2.3. MMR.
      1.2.4.2.4. Varicella (chickenpox).
      1.2.4.2.5. Tetanus, diphtheria, pertussis.
      1.2.4.2.6. TB skin test (Quantiferon TB gold).
      1.2.4.2.7. Criminal background check(s) required in Section 1.13.
   1.2.4.3. At least three (3) professional references.
   1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited to:
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT B  

1.3.1. License renewals.  
1.3.2. CPR recertification.  
1.3.3. Covid-19 vaccinations or appropriate exemptions.  
1.3.4. Influenza vaccinations or appropriate exemptions.  

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:  
   1.4.1. Specific information regarding infection prevention.  
   1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).  
   1.4.3. Medical records and other documentation practices.  
   1.4.4. Completion of the required Department Information and Security Privacy Training(s).  
   1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.  
   1.4.6. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.  

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.  

1.6. RN and LPN Position Requirements  
1.6.1. RNs and LPNs must be qualified to perform duties that include but are not limited to:  
   1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.  
   1.6.1.2. Administering medication(s).  
   1.6.1.3. Processing of physician orders.  
   1.6.1.4. Monitoring vital signs.  
   1.6.1.5. Testing blood glucose levels.  
   1.6.1.6. Completing treatments.  
   1.6.1.7. Conducting pain assessments.  
   1.6.1.8. Changing dressings.
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1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glenciff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

1.7.1. LNAs must be qualified to perform duties that include but are not limited to:
1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:
1.8.1.1. Assisting in admission procedures.
1.8.1.2. Searching for contraband.
EXHIBIT B

1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
New Hampshire Department of Health and Human Services
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EXHIBIT B

1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master’s Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and signifcant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned
New Hampshire Department of Health and Human Services
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EXHIBIT B

cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
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and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with
an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member’s end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor’s alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department’s request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit G, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations; and applicable policies and
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

procedures adopted by the Department currently in effect, and as they
may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities,
at the sole discretion of the Department, including, but not limited to:
1.12.2.1. Site visits.
1.12.2.2. File reviews.
1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this
Agreement, the Contractor must ensure that said individual has undergone:
1.13.1.1. A criminal background check, at the Contractor’s expense, and
has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this
Agreement;
1.13.1.2. A name search of the Department’s Bureau of Elderly and Adult
Services (BEAS) State Registry, pursuant to RSA 161-F:49, with
results indicating no evidence of behavior that could endanger
individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information
Security Requirements authorized by the Department’s Information
Security Office to use a Department issued device (e.g. computer,
tablet, mobile telephone) or access the Department network in the
fulfillment of this Agreement, must:
1.14.1.1. Sign and abide by applicable Department and New
Hampshire Department of Information Technology (NH
DoIT) use agreements, policies, standards, procedures
and guidelines, and complete applicable trainings as
required;
1.14.1.2. Use the information that they have permission to access
solely for conducting official Department business and
agree that all other use or access is strictly forbidden
including, but not limited to personal or other private and
non-Department use, and that at no time shall they
access or attempt to access information without having
the express authority of the Department to do so;

Contractor Initials: [Signature]

Date: 6/23/2023
1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department's email system:

1.14.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHSS.NH.Gov."

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
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EXHIBIT B

1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User's will only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms
3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "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."

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
   3.2.3.1. Brochures.
   3.2.3.2. Resource directories.
   3.2.3.3. Protocols or guidelines.
   3.2.3.4. Posters.
   3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:
   4.1.1. Books, records, documents and other electronic or physical 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.

   4.1.2. All records must 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
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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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
New Hampshire Department of Health and Human Services  
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**EXHIBIT C**

**Payment Terms**

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th></th>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

**Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
**New Hampshire Department of Health and Human Services**  
**Temporary Staff Services**  

**EXHIBIT C**

**Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

**Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

**Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

**Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff**
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT C

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
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</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$80.00</td>
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<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services  
Temporary Staff Services

**EXHIBIT C**

<table>
<thead>
<tr>
<th></th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 p.m. - 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at
EXHIBIT C

Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm - 7:15am shift on the eve of the following holidays and end with the 2:45pm - 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm - 11:15pm shift on the eve of the holiday and end with the 10:45pm - 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year's Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Independence Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:
   6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.
   6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   7.1. Includes the Contractor’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   7.3. Identifies and requests payment for allowable costs incurred in the previous month.
   7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

Contractor Initials [Pl]
Date 6/23/2023
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
121 So. Fruit St
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to:
Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager
Glencliff Home
PO Box 76
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.acl@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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C-2.0
Contractor Initials

Page 6 of 7
Date: 6/23/2023
EXHIBIT C

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
       1.2.1. The dangers of drug abuse in the workplace;
       1.2.2. The grantee's policy of maintaining a drug-free workplace;
       1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
       1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
       1.4.1. Abide by the terms of the statement; and
       1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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
New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2., with respect to any employee who is so convicted

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: Aya Healthcare

6/23/2023
Date

PETER KAUFMAN
Name: PETER KAUFMAN
Title: EVP

6/23/2023
Vendor Initiated
CERTIFICATION REGARDING LOBBYING

The Vendor 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 1.1.1 and 1.1.2 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

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, 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 subcontractor), the undersigned shall complete and submit Standard Form LLLL. (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)

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.

Vendor Name: Aya Healthcare

6/23/2023

Date

Name: Peter Kaufman

Title: EVP

Exhibit E - Certification Regarding Lobbying
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.


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
New Hampshire Department of Health and Human Services
Exhibit F

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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   11.2. 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;
   11.3. 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
   11.4. 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.

12. 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
13. 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:
   13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
   13.2. 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).

14. 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 Name: Aya Healthcare

6/23/2023
Date

[Signature]
Name: Peter Kaufman
Title: EVP
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits discrimination against employees who are disabled in the delivery of services or benefits, in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits discrimination against employees who are disabled in the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination against employees who are disabled in the delivery of services or benefits, in any program or activity;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination against employees who are disabled in the delivery of services or benefits, in any program or activity;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 606-07), which prohibits discrimination against employees who are disabled in the delivery of services or benefits, in any program or activity;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP.Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;


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.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections.

Contractor Initials

0/27/14
Rev. 10/21/14
Page 1 of 2

6/23/2023
Date
New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: Aya Healthcare

6/23/2023

Date

Name: Peter Kaufman
Title: EVP

Contractor Initials: PK

Exhibit G

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/23/2023
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 Name: Aya Healthcare

6/23/2023

Date

Title: EVP

Name: Peter Kaufman

contractor initials: PK

6/23/2023
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit 1 is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Aya Healthcare

Date: 6/23/2023

Name: Peter Kaufman
Title: EVP
FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: TYNN4H3C3D8

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

   X   NO          YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   X   NO          YES

   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ___________________________ Amount: ___________________________

   Name: ___________________________ Amount: ___________________________

   Name: ___________________________ Amount: ___________________________

   Name: ___________________________ Amount: ___________________________

   Name: ___________________________ Amount: ___________________________
A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning as "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire’s Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PHI, or confidential DHHS data.

8. "Personal Information" (or “PI”) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open...
New Hampshire Department of Health and Human Services
Exhibit K

DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
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DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

V5. Last update 10/09/18  
DHHS Information Security Requirements  
Page 6 of 9  
Contractor Initials  
6/23/2023
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §55), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State’s Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to Incidents; and
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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire  
Department of Health and Human Services  
Amendment #1  

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and CareerStaff Unlimited, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
   2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
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<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

3. Exhibit C, Section 4, to read:
   4. For the purposes of this Agreement the Department has identified:
      4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:
   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 pm - 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glencliff on the eve of the holiday and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one
and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/28/2023
Date
Ellen Marie Lapointe
Name: Ellen Marie Lapointe
Title: Chief Executive Officer
CareerStaff Unlimited, LLC

11/15/2023
Date
Teresa Reinhart, VP Finance
Name: Teresa Reinhart, VP Finance
Title: Vice President of Finance
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/4/2023

Date

Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _________________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CAREERSTAFF UNLIMITED, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 08, 2015. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 736057
Certificate Number: 0006226680

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of May A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

Josh Bellus, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of CareerStaff Unlimited, LLC.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 1, 2023, at which a quorum of the Directors/shareholders were present and voting.

   VOTED: That Teresa Reinhardt, VP - Finance & Josh Bellus - President, is duly authorized on behalf of CareerStaff Unlimited, LLC to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 11-06-2023

Signature of Elected Officer
Name: Josh Bellus
Title: President
### Certificate of Liability Insurance

**Producer:** MARSH USA, LLC  
**Address:** 99 HIGH STREET, BOSTON, MA 02110  
**Contact:**  
**Phone/Fax:**  
**E-mail:**  

**Certified Insurance Number:** CN130089801-GWP-23-24

**Insured:** CareerStaff Unlimited, LLC  
**Address:** 101 East State Street, Kennett Square, PA 19348

### Coverages

**Certificate Number:** NYC-011854051-23  
**Revision Number:** 1

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

### Limitations

<table>
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<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Effect Date</th>
<th>Policy Exp Date</th>
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<td>12/01/2023</td>
<td>12/01/2024</td>
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</table>
| **Claims-Made** | Each Occurrence: $3,000,000  
MED EXP - Any Occurrence: $3,000,000  
Personal & Adv Injury: $3,000,000  
General Aggregate: $3,000,000  
Products - Comp & Prop Aggregate: $3,000,000 |
| **Claims-Made** | Each Occurrence: $3,000,000  
MED EXP - Any Occurrence: $3,000,000  
Personal & Adv Injury: $3,000,000  
General Aggregate: $3,000,000  
Products - Comp & Prop Aggregate: $3,000,000 |
| **Auto Liability** | 
**Any Auto** | 
**SCHEDULED AUTOS** | Combined Single Limit: $3,000,000  
Bodily Injury (Per Person): $1,000,000  
Bodily Injury (Per Accident): $1,000,000  
Property Damage (Per Accident): $1,000,000 |
| **Any Auto** | 
**SCHEDULED AUTOS** | Combined Single Limit: $3,000,000  
Bodily Injury (Per Person): $1,000,000  
Bodily Injury (Per Accident): $1,000,000  
Property Damage (Per Accident): $1,000,000 |
| **Workers Compensation and Employers' Liability** | WC 7065862803 (AOS)  
Deductible: $5,000,000  
(Continued on Acord 101)  
| Continued on Acord 101 |
| **Medical Professional Liability** | HFF100067-2308 | 12/01/2023 | 12/01/2024 | Each Medical Incident: $3,000,000  
Aggregate: $3,000,000 |

**Description of Operations/Locations/Vehicles**

- GL and MPL Policy subject to combined $3,000,000 policy aggregate and is inclusive of the applicable policy deductible.

**Evidence of Insurance for Harborside New Hampshire Limited Partnership, The Elms Center, 71 Elm Street, Milford, NH 03055.**

### Certificate Holder

**State of NH**  
**Department of Health and Human Services**  
**Address:** 129 Pleasant Street, Concord, NH 03301-3657

### Cancellation

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative:**

[Signature] Marsh USA LLC

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## ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>MARSH USA, LLC.</th>
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<tbody>
<tr>
<td>NAMED INSURED</td>
<td>CareerStaff Unlimited, LLC</td>
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<tr>
<td>ADDRESS</td>
<td>101 East State Street, Kennett Square, PA 19348</td>
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</tbody>
</table>

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### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25**

**FORM TITLE: Certificate of Liability Insurance**

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Other WC policies:

- **States covered:** CA
  - **Carrier:** Continental Insurance Company
  - **Policy Number:** WC 70638627831
  - **Policy Dates:** 12/27/2023 - 03/27/2024
  - **Limit:**
    - Employers Liability Each Accident: $1,000,000
    - Employers Liability Disease-Policy Limit: $1,000,000
    - Employers Liability Disease-Each Employee: $1,000,000
    - Deductible: $1,500,000

- **States covered:** AZ, OR, WI
  - **Carrier:** Transportation Insurance Company
  - **Policy Number:** WCE 7039559990
  - **Policy Dates:** 09/27/2023 - 03/27/2024
  - **Limit:**
    - Employers Liability Each Accident: $1,000,000
    - Employers Liability Disease-Policy Limit: $1,000,000
    - Employers Liability Disease-Each Employee: $1,000,000
    - Deductible: $1,500,000

- **States covered:** OH
  - **Carrier:** Continental Insurance Company
  - **Policy Number:** WC 7063862831
  - **Policy Dates:** 12/27/2023 - 03/27/2024
  - **Limit:**
    - Employers Liability Each Accident: $1,000,000
    - Employers Liability Disease-Policy Limit: $1,000,000
    - Employers Liability Disease-Each Employee: $1,000,000
    - Deductible: $1,500,000

- **States covered:** ND, WA, WY
  - **Carrier:** Transportation Insurance Company
  - **Policy Number:** GAP 7036649307
  - **Policy Dates:** 09/27/2023 - 03/27/2024
  - **Limit:**
    - Employers Liability Each Person: $1,000,000
    - Employers Liability Each Occurrence: $1,000,000
    - Employers Liability Bodily Injury by Disease Aggregate: $1,000,000
### ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>POLICY NUMBER</th>
<th>CARRIER</th>
<th>NAIC CODE</th>
</tr>
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<tbody>
<tr>
<td>MARSH USA, LLC.</td>
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**OTHER WC POLICIES:**

**States covered: CA**
- **Carrier:** Continental Insurance Company
- **Policy Number:** WC 7040332349
- **Policy Dates:** 9/27/2023-12/27/2023
- **Limit:**
  - Employers Liability Each Accident: $1,000,000
  - Employers Liability Disease-Policy Limit: $1,000,000
  - Employers Liability Disease-Each Employee: $1,000,000
  - Deductible: $1,500,000

**States covered: AZ, OR, WI**
- **Carrier:** Transportation Insurance Company
- **Policy Number:** WC 7039555990
- **Policy Dates:** 6/27/2023-3/27/2024
- **Limit:**
  - Employers Liability Each Accident: $1,000,000
  - Employers Liability Disease-Policy Limit: $1,000,000
  - Employers Liability Disease-Each Employee: $1,000,000
  - Deductible: $1,500,000

**States covered: OH**
- **Carrier:** Continental Insurance Company
- **Policy Number:** WCE 7040339107
- **Policy Dates:** 9/27/2023-12/27/2023
- **Limit:**
  - Employers Liability Each Accident: $1,000,000
  - Employers Liability Disease-Policy Limit: $1,000,000
  - Employers Liability Disease-Each Employee: $1,000,000
  - Deductible: $1,500,000

**States covered: ND, WA, WY**
- **Carrier:** Transportation Insurance Company
- **Policy Number:** GAP 7036649307
- **Policy Dates:** 9/27/2023-3/27/2024
- **Limit:**
  - Employers Liability Each Person: $1,000,000
  - Employers Liability Each Occurrence: $1,000,000
  - Employers Liability Bodily Injury by Disease Aggregate: $1,000,000
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL  
36 CLINTON STREET, CONCORD, NH 03301  
603-271-5300  1-800-852-3345 Ext. 5300  

June 15, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 31% General Funds, 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc. (Concord, NH)</td>
<td>216506-B001</td>
<td>$3,770,000</td>
</tr>
<tr>
<td>AHS Staffing LLC (Traverse City, MI)</td>
<td>638521</td>
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</tr>
<tr>
<td>Career Staff Unlimited, LLC (Irving, TX)</td>
<td>449994</td>
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</tr>
<tr>
<td>CMG CIT Acquisition, LLC (Manchester, NH)</td>
<td>296667</td>
<td></td>
</tr>
<tr>
<td>Compunnel Software Group, Inc. (Plainsboro, NJ)</td>
<td>V00070434</td>
<td></td>
</tr>
<tr>
<td>Cross Country Staffing, Inc (Boca Raton, FL)</td>
<td>262451</td>
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</tr>
<tr>
<td>'Healthcare Staffing' Professionals, Inc. (Reseda, CA)</td>
<td>449651</td>
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<tr>
<td>Maxim Healthcare Staffing Services, Inc. (Columbia, MD)</td>
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</tr>
<tr>
<td>ShareSTAFF, LLC (Stockton, CA)</td>
<td>525551</td>
<td></td>
</tr>
<tr>
<td>SHC Services, Inc. (Dallas, TX)</td>
<td>209387</td>
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</table>
Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

### State Fiscal Year Class/Account | Job Number | Total Amount |
--- | --- | --- |
#### Sunbelt Staffing, LLC (Oldsmar, FL) 577318
Tryfacta, Inc. (Derry, NH) 450101
Worldwide Travel Staffing, Limited (Tonawanda, NY) 224259

$3,770,000

**EXPLANATION**

The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glenciff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Department's intent to bring additional bed capacity on E/F.
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glenciiff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 38%. Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glenciiff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glenciiff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glenciiff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals’ ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
**Project ID #**  RFA-2024-NHH-01-TEMPO  
**Project Title**  Temporary Staff Services

<table>
<thead>
<tr>
<th>Technical</th>
<th>Maximum Points Available</th>
<th>22nd Century Technologies, Inc.</th>
<th>All's Well, Inc. dba All's Well</th>
<th>Adelphi Medical Staffing, LLC</th>
<th>AHS Staffing LLC</th>
<th>Aya Healthcare, Inc*</th>
<th>Baylnfotech, LLC.</th>
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<tr>
<td>Ability (Q1)</td>
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<td>Project Management (Q4)</td>
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<td><strong>TOTAL POINTS</strong></td>
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**TOTAL PROPOSED VENDOR COST**  Not Applicable - No Cost Proposal for RFA

<table>
<thead>
<tr>
<th>Reviewer Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anne Durant</td>
<td>NHH, Nursing Coordinator</td>
</tr>
<tr>
<td>2. Kevin Lincoln</td>
<td>Director of Finance of Glencliff Home</td>
</tr>
<tr>
<td>3. Bret Mason</td>
<td>NHH, Chief Financial Officer</td>
</tr>
<tr>
<td>4. Donna Ferland</td>
<td>NHH, Finance Director.</td>
</tr>
<tr>
<td>5. Carol Delisle</td>
<td>NHH, Assistant Chief Nursing Officer</td>
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* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC Inc.</td>
<td>Cross Country Staffing, Inc.</td>
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Not Applicable - No Cost Proposal for RFA

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
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*Not Applicable - No Cost Proposal for RFA*

* - The Department anticipates presenting a contract for this vendor at a future G&C date.*
<table>
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<tr>
<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solutions L.L.C.</th>
<th>Resource Logistics, Inc.</th>
<th>ShareSTAFF LLC</th>
<th>SHC Services, Inc.</th>
<th>Sunbelt Staffing, LLC</th>
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<tr>
<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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</tr>
</tbody>
</table>

*Not Applicable - No Cost Proposal for RFA*
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name
New Hampshire Department of Health and Human Services

1.2 State Agency Address
129 Pleasant Street
Concord, NH 03301-3857

1.3 Contractor Name
CareerStaff Unlimited, LLC

1.4 Contractor Address
6333 N. State Highway 161 #100 Irving, TX 75038

1.5 Contractor Phone Number
469-636-9750

1.6 Account Number
05-095-094-940010-8750-102-500731
05-095-091-910010-5710-101-500729

1.7 Completion Date
6/30/2025

1.8 Price Limitation
*$3,770,000
Shared Price Limitation

1.9 Contracting Officer for State Agency
Robert W. Moore, Director

1.10 State Agency Telephone Number
(603) 271-9631

1.11 Contractor Signature
Teresa Reinhardt
Date: 6/6/2023

1.12 Name and Title of Contractor Signatory
Teresa Reinhardt, President of Finance

1.13 State Agency Signature
Ellen Marie Lapointe
Date: 6/6/2023

1.14 Name and Title of State Agency Signatory
Ellen Marie Lapointe, Executive Officer

1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
By:
Director, On:

1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)
By: John Gunnoe
On: 6/8/2023

1.17 Approval by the Governor and Executive Council (if applicable)
G&C Item number: G&C Meeting Date:

Contractor Initials
Date 6/6/2023

Page 1 of 4
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, the Agreement shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency, as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 continuation of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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.
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3. 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of or which may be claimed to arise out of the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE:
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. The Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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 any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to confer any benefit on 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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 (“Effective Date”).

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
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Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

1.1.1. Registered Nurses (RNs);
1.1.2. Licensed Practical Nurses (LPNs);
1.1.3. Licensed Nursing Assistants (LNAs);
1.1.4. Mental Health Workers (MHWs); and
1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

1.2.1. Valid applicable licenses issued in New Hampshire.
1.2.2. Resumes.
1.2.3. CPR certification, as required by state law.
1.2.4. Proof of pre-employment screening which includes, but is not limited to:
   1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
   1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:
       1.2.4.2.1. Hepatitis B.
       1.2.4.2.2. Influenza.
       1.2.4.2.3. MMR.
       1.2.4.2.4. Varicella (chickenpox).
       1.2.4.2.5. Tetanus, diphtheria, pertussis.
       1.2.4.2.6. TB skin test (Quantiferon TB gold).
       1.2.4.2.7. Criminal background check(s) required in Section 1.13.
   1.2.4.3. At least three (3) professional references.
   1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited
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to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
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1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

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

1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.

1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.

1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.

1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.

1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:

1.8.1.1. Assisting in admission procedures.

1.8.1.2. Searching for contraband.
1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
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1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned
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cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
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and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months.
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an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor's alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and
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procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:

1.12.2.1. Site visits.
1.12.2.2. File reviews.
1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
1.13.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited to, personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
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1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department’s email system:

1.14.1.9.1. To only use a Department email address assigned to them with a “@affiliate.DHHS.NH.Gov”;

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”
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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User's will only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms
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3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.2.3.1. Brochures.
3.2.3.2. Resource directories.
3.2.3.3. Protocols or guidelines.
3.2.3.4. Posters.
3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must 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...
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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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th></th>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
### New Hampshire Department of Health and Human Services
Temporary Staff Services

**EXHIBIT C**

#### Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

#### Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

#### Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

#### Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff

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CareerStaff Unlimited, LLC
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

<table>
<thead>
<tr>
<th></th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1 1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 pm - 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at...
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year's Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Independence Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

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CareerStaff Unlimited, LLC
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Contractor Initials

Date 6/6/2023
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
121 So. Fruit St
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to:
Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager
Glencliff Home
PO Box 76
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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 and, 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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
New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: CareerStaff Unlimited, LLC

Date 6/6/2023

Name: Teresa Reinhardt
Title: Vice President of Finance

Exhibit D – Certification regarding Drug Free Workplace Requirements
Page 2 of 2

Vendor Initials □

Date 6/6/2023
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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-1.)

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.

Vendor Name: CareerStaff Unlimited, LLC

Date: 6/6/2023

Teresa Reinhardt
Vice President of Finance
CERTIFICATION REGARDING DEBARMMENT, 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.


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

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   11.2. 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;
   11.3. 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 (l)(b) of this certification; and
   11.4. 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.

12. 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

13. 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:
   13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
   13.2. 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).

14. 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 Name: CareerStaff Unlimited, LLC

6/6/2023

Date

Teresa Reinhardt

Name: Teresa Reinhardt

Title: Vice President of Finance

Contractor Initials: TR

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters

Page 2 of 2

CU01841/10213
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86); which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

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.

Exhibit G

Contractor Initials

Date 6/6/2023
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights; to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: CareerStaff Unlimited, LLC

6/6/2023
Date

Teresa Reinhardt
Name: Teresa Reinhardt
Title: Vice President of Finance
New Hampshire Department of Health and Human Services
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 Name: CareerStaff Unlimited, LLC

6/6/2023

Date

Name: Teresa Reinhardt
Title: Vice President of Finance
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: CareerStaff Unlimited, LLC

6/6/2023

Date

Teresa Reinhardt
Name: Teresa Reinhardt
Title: Vice President of Finance
FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: MR42MFSCRFN4

2. In your business or organization’s preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   X NO  YES

   If the answer to #2 above is NO; stop here.
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   NO  YES

   If the answer to #3 above is YES, stop here.
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: Amount: 
   Name: Amount: 
   Name: Amount: 
   Name: Amount: 
   Name: Amount: 

Contractor Initials: ___________________________ Date: 6/6/2023
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
New Hampshire Department of Health and Human Services  
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DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U.S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS' Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State’s Privacy Officer and the State’s Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PII are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services
Exhibit K

DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and CMG CIT Acquisition, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:
   CMG CIT Acquisition, LLC.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   Shared Price Limitation of $11,500,000.

3. Exhibit C, Section 2 to read:

   2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

4. Exhibit C, Section 4, to read:

   4. For the purposes of this Agreement the Department has identified:

      4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

5. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:

   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift

CMG CIT Acquisition, LLC
RFA-2024-NHH-01-TEMPO-05-A01
v7.12.23
at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/4/2023
Date

Ellen Marie Lapointe
Name
Title: Chief Executive Officer

CMG CIT Acquisition, LLC

12/1/2023
Date

Aram Hampolian
Name
Title: President / CEO
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/12/2023

Date

[Signature]

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ____________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:
I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CMG CIT ACQUISITION, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on November 29, 2017. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 783425
Certificate Number: 0006228011

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of May A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, Jo A Newell, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of CMG CIT Acquisition LLC, dba CoreMedical Group.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 30th November, 20__23, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Aram Hampoian, President/CEO, is duly authorized on behalf of CMG CIT Acquisition LLC, dba CoreMedical Group, to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 11/30/2023

Signature of Elected Officer
Name: Jo A Newell
Title: CFO
ACORD CERTIFICATE OF LIABILITY INSURANCE

11/1/2024

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

INSURED
CMG CIT ACQUISITION, LLC
D/B/A A COREMEDICAL GROUP
655 SOUTH WILLOW STREET, SUITE 128
MANCHESTER NH 03103

COVIDERAGES

| CERTIFICATE NUMBER: | 14095852 |
| REVISION NUMBER: | XXXXXXXXX |

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

INSURER(S) AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER A: TDC Specialty Insurance Company</td>
</tr>
<tr>
<td>INSURER B: QBE Insurance Corporation</td>
</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER

14095852
STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT STREET
CONCORD NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD
June 15, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 31% General Funds, 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc. (Concord, NH)</td>
<td>216506-B001</td>
<td>$3,770,000</td>
</tr>
<tr>
<td>AHS Staffing LLC (Traverse City, MI)</td>
<td>638521</td>
<td></td>
</tr>
<tr>
<td>Career Staff Unlimited, LLC (Irving, TX)</td>
<td>449994</td>
<td></td>
</tr>
<tr>
<td>CMG CIT Acquisition, LLC (Manchester, NH)</td>
<td>296667</td>
<td></td>
</tr>
<tr>
<td>Compunetel Software Group, Inc. (Plainsboro, NJ)</td>
<td>V00070434</td>
<td>$3,770,000</td>
</tr>
<tr>
<td>Cross Country Staffing, Inc. (Boca Raton, FL)</td>
<td>262451</td>
<td></td>
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<tr>
<td>Healthcare Staffing Professionals, Inc. (Reseda, CA)</td>
<td>449651</td>
<td></td>
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<tr>
<td>Maxim Healthcare Staffing Services, Inc. (Columbia, MD)</td>
<td>438263</td>
<td></td>
</tr>
<tr>
<td>ShareSTAF LLC (Stockton, CA)</td>
<td>525551</td>
<td></td>
</tr>
<tr>
<td>SHC Services, Inc. (Dallas, TX)</td>
<td>209387</td>
<td></td>
</tr>
</tbody>
</table>
Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
</tr>
<tr>
<td>2025</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal</td>
<td></td>
<td>$1,020,000</td>
</tr>
</tbody>
</table>

05-95-094-940010-8750-102-500731, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>2025</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,250,000</td>
</tr>
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<td>Subtotal</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

**EXPLANATION**

The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Departments intent to bring additional bed capacity On E/F
units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glencliff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glencliff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glencliff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department’s website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glencliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals’ ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services’ Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Maximum Points Available</th>
<th>22nd Century Technologies, Inc.</th>
<th>All’s Well, Inc. dba All’s Well</th>
<th>Adelphi Medical Staffing, LLC</th>
<th>AHS Staffing LLC</th>
<th>Aya Healthcare, Inc*</th>
<th>BayInfotech, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability (Q1)</td>
<td>45</td>
<td>35</td>
<td>20</td>
<td>32</td>
<td>35</td>
<td>37</td>
<td>15</td>
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<tr>
<td>Experience (Q2)</td>
<td>30</td>
<td>25</td>
<td>25</td>
<td>15</td>
<td>24</td>
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<td>20</td>
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<tr>
<td>Capacity (Q3)</td>
<td>50</td>
<td>45</td>
<td>15</td>
<td>25</td>
<td>42</td>
<td>45</td>
<td>32</td>
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<tr>
<td>Project Management (Q4)</td>
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<td>15</td>
<td>15</td>
<td>17</td>
<td>22</td>
<td>22</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>150</strong></td>
<td><strong>128</strong></td>
<td><strong>75</strong></td>
<td><strong>87</strong></td>
<td><strong>118</strong></td>
<td><strong>129</strong></td>
<td><strong>89</strong></td>
</tr>
</tbody>
</table>

**TOTAL PROPOSED VENDOR COST**

Not Applicable - No Cost Proposal for RFA

**Reviewer Name**
1. Anne Durant
   Title: NHH, Nursing Coordinator
2. Kevin Lincoln
   Title: Director of Finance of Glencliff Home
3. Bret Mason
   Title: NHH, Chief Financial Officer
4. Donna Ferland
   Title: NHH, Finance Director
5. Carol Delisle
   Title: NHH, Assistant Chief Nursing Officer

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunet Software Group, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>38</td>
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<td>28</td>
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<td>13</td>
<td>22</td>
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<tr>
<td>126</td>
<td>99</td>
<td>122</td>
</tr>
<tr>
<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC</td>
<td>Cross Country Staffing, Inc.</td>
</tr>
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<td>20</td>
</tr>
<tr>
<td>93</td>
<td>116</td>
<td>111</td>
</tr>
</tbody>
</table>

*Not Applicable - No Cost Proposal for RFA*

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th></th>
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<tbody>
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<td>33</td>
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<td>106</td>
</tr>
</tbody>
</table>

* - The Department anticipates presenting a contract for this vendor at a future G&C date.

Not Applicable - No Cost Proposal for RFA
<table>
<thead>
<tr>
<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solutions L.L.C.</th>
<th>Resource Logistics, Inc.</th>
<th>ShareSTAFF LLC</th>
<th>SHC Services, Inc.</th>
<th>Sunbelt Staffing, LLC</th>
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</thead>
<tbody>
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<td>93</td>
<td>111</td>
<td>121</td>
<td>115</td>
</tr>
<tr>
<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
<td></td>
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<td>32</td>
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<td>104</td>
<td>63</td>
<td>126</td>
<td>69</td>
<td>123</td>
<td></td>
</tr>
</tbody>
</table>

Not Applicable - No Cost Proposal for RFA
**AGREEMENT**

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

### GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3 Contractor Name</th>
<th>1.4 Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMG CIT Acquisition, LLC</td>
<td>655 South Willow Street, Suite 128 Manchester, NH 03103</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Contractor Phone Number</th>
<th>1.6 Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(800) 995-2673</td>
<td>05-095-094-940010-8750-102-500731</td>
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<tr>
<td></td>
<td>05-095-091-910010-5710-101-500729</td>
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</table>

<table>
<thead>
<tr>
<th>1.7 Completion Date</th>
<th>1.8 Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/2025</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9 Contracting Officer for State Agency</th>
<th>1.10 State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.11 Contractor Signature</th>
<th>1.12 Name and Title of Contractor Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature] Aram Hampolian</td>
<td>Aram Hampolian President / CEO</td>
</tr>
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<thead>
<tr>
<th>1.13 State Agency Signature</th>
<th>1.14 Name and Title of State Agency Signatory</th>
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<tr>
<td>[Signature] Ellen Marie Lapointe</td>
<td>Ellen Marie Lapointe Executive Officer</td>
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<tr>
<th>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</th>
<th>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</th>
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<th>1.17 Approval by the Governor and Executive Council (if applicable)</th>
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<td>G&amp;C Item number: G&amp;C Meeting Date:</td>
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**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor, identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT:
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations.
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, national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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

Date 6/2/2023
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE:
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to obtain and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions:

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

1.1.1. Registered Nurses (RNs);
1.1.2. Licensed Practical Nurses (LPNs);
1.1.3. Licensed Nursing Assistants (LNAs);
1.1.4. Mental Health Workers (MHWs); and
1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

1.2.1. Valid applicable licenses issued in New Hampshire.
1.2.2. Resumes.
1.2.3. CPR certification, as required by state law.
1.2.4. Proof of pre-employment screening which includes, but is not limited to:

1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:

1.2.4.2.1. Hepatitis B.
1.2.4.2.2. Influenza.
1.2.4.2.3. MMR.
1.2.4.2.4. Varicella (chickenpox).
1.2.4.2.5. Tetanus, diphtheria, pertussis.
1.2.4.2.6. TB skin test (Quantiferon TB gold).
1.2.4.2.7. Criminal background check(s) required in Section 1.13.

1.2.4.3. At least three (3) professional references.
1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited...
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EXHIBIT B

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8)
hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

1.6.1. RNs and LPNs must be qualified to perform duties that include but are not limited to:
1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
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EXHIBIT B

1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements
1.7.1. LNAs must be qualified to perform duties that include but are not limited to:
   1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
   1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
   1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
   1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
   1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements
1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:
   1.8.1.1. Assisting in admission procedures.
   1.8.1.2. Searching for contraband.
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1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
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1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned
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cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA .135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
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and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with
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an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor's alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and
EXHIBIT B

procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:

1.12.2.1. Site visits.
1.12.2.2. File reviews.
1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
1.13.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited to, personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department’s Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department’s Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department’s email system:

1.14.1.9.1. To only use a Department email address assigned to them with a “@affiliate.DHHS.NH.Gov”.

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User’s will only access the Department’s intranet to view the Department’s Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department’s Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms

RFA-2024-NHH-01-TEMPO-05
CMG CIT Acquisition, LLC
New Hampshire Department of Health and Human Services
Temporary Staff Services

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3.1. Impacts Resulting from Court Orders or Legislative Changes
3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership
3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "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."
3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
   3.2.3.1. Brochures.
   3.2.3.2. Resource directories.
   3.2.3.3. Protocols or guidelines.
   3.2.3.4. Posters.
   3.2.3.5. Reports.
3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records
4.1. The Contractor must keep records that include, but are not limited to:
   4.1.1. Books, records, documents and other electronic or physical 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.
   4.1.2. All records must 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
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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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
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Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
**Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

**Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

**Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

**Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff**
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

**EXHIBIT C**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
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Temporary Staff Services

EXHIBIT C

<table>
<thead>
<tr>
<th></th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs),
Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 p.m. – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 p.m. – 11:00 pm shift at Glencliff.

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EXHIBIT C

Glencliff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm - 7:15am shift on the eve of the following holidays and end with the 2:45pm - 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm -11:15pm shift on the eve of the holiday and end with the 10:45pm - 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year’s Eve and Day</th>
<th>Martin Luther King Day</th>
<th>Memorial Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>President’s Day</td>
<td>Independence Day</td>
<td>Thanksgiving</td>
<td></td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

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**EXHIBIT C**

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager  
Department of Health and Human Services  
121 So. Fruit St  
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to: Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager  
Glencliff Home  
PO Box 76  
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
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Temporary Staff Services  

EXHIBIT C

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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 subcontractors), 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
        1.2.1. The dangers of drug abuse in the workplace;
        1.2.2. The grantee's policy of maintaining a drug-free workplace;
        1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
        1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
        1.4.1. Abide by the terms of the statement; and
        1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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

Vendor Initials: [signature]
Date: 6/2/2023
New Hampshire Department of Health and Human Services  
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: CMG CIT Acquisition LLC, dba CoreMedical Group

6/2/2023

Date

[Signature]

Name: Aram Hampolian
Title: President / CEO
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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-l.)

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.

Vendor Name: CMC CIT Acquisition LLC, dba CoreMedical Group

Date: 6/2/2023

Signature: [Signature]

Name: Aram Hampolian
Title: President / CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials: [Initials]

Date: 6/2/2023
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.


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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. 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;
11.3. 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
11.4. 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.

12. 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
13. 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:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. 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).

14. 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 Name: CMG CIT Acquisition LLC, dba CoreMedical Gro
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

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.
New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: CMG CIT Acquisition LLC, dba CoreMedical Grcc

6/2/2023
Date

Aram Hampoian
Name: Aram Hampoian
Title: President / CEO

Contractor Initials: [Signature]

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Page 2 of 2

6/2/2023
Date
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 Name: CMC CIT Acquisition LLC, dba CoreMedical Group

Date: 6/2/2023

Name: Aram Hapkoian
Title: President / CEO

Contractor Initials: [Initials]

Date: 6/2/2023
New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

Contractor Initials: AH
Date: 6/2/2023
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: CMG CIT Acquisition LLC, dba CoreMedical Gro

6/2/2023
Date

[Signature]
Name: ...Hampolian
Title: President / CEO
New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: 783425

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   X NO  YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   NO  YES

If the answer to #3 above is YES, stop here
If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:
   Name: Amount:
   Name: Amount:
   Name: Amount:
   Name: Amount:
   Name: Amount:
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. “Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, “Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.


3. “Confidential Information” or “Confidential Data” means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. “End User” means any person or entity (e.g., contractor, contractor’s employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.


6. “Incident” means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner’s knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. “Open Wireless Network” means any network or segment of a network that is not designated by the State of New Hampshire’s Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. “Personal Information” (or “PI”) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.

9. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. “Protected Health Information” (or “PHI”) has the same meaning as provided in the definition of “Protected Health Information” in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. “Unsecured Protected Health Information” means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be, in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U.S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. § 55b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State’s Privacy Officer and the State’s Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A, above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PPI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

\[ g. \] only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State’s Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Compunnel Software Group, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:

   2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th></th>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

3. Exhibit C, Section 4, to read:

   4. For the purposes of this Agreement the Department has identified:

      4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:

   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 pm - 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glencliff on the day of the holiday.

   5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall...
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/4/2023
Date

Ellen Marie Lapointe
Name
Chief Executive Officer
Title

Compunnel Software Group, Inc.

12/4/2023
Date

Sam Handa
Name
VP - Business Strategy & Operation
Title
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/17/2023

Date

[Signature]

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ________________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMPUNNEL SOFTWARE GROUP, INC. is a Georgia Profit Corporation registered to transact business in New Hampshire on May 05, 2015. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 725651
Certificate Number: 0006238547

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

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, ____________________________, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Compunet Software Group, Inc.
   (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on ________________________, 2023, at which a quorum of the Directors/shareholders were present and voting.

   December 14 (Date)

   VOTED: That ________________________, ________________________ (Name and Title of Contract Signatory) is duly authorized on behalf of Compunet Software Group, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

   Dated: 12/14/2023

   ____________________________
   Signature of Officer/Contract Signatory
   Name: Rakesh Shah
   Title: President and CFO
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**: 12/28/2023

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

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

**PRODUCER**

THE CATBIRD SEAT, INC.
271 ROUTE 46 W SUITE A201
FAIRFIELD, NJ 07004

**INSURED**

COMPUNNEL SOFTWARE GROUP, INC DBA COMPUNNEL INC
103 MORGAN LN STE 102
PLAINSBORO NJ 08536

**INSURER(S) AFFORDING COVERAGE**

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**COVERAGES**

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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES**

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<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L SUBR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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**CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED.**

**STATE OF NH DEPARTMENT OF HEALTH AND HUMAN SERVICES**

129 PLEASANT STREET
CONCORD, NH 03301

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Arun Parikh/AG
REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional years, effective July 1, 2023; upon Governor and Council approval, through June 30, 2025. 31% General Funds. 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
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<tbody>
<tr>
<td>22nd Century Technologies, Inc.</td>
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<tr>
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<td>Career Staff Unlimited, LLC</td>
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<td>CMG CIT Acquisition, LLC</td>
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<td>Compumel Software Group, Inc.</td>
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<td>Healthcare Staffing Professionals, Inc.</td>
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<td>Maxim Healthcare Staffing Services, Inc.</td>
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<td>SHC Services, Inc.</td>
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</table>
The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Department's intent to bring additional bed capacity.
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3  

units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glenciiff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glenciiff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glenciiff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department’s website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glenciiff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and further hinder the hospitals' ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver  
Interim Commissioner  

The Department of Health and Human Services’ Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
**Project ID #**  
RFA-2024-NHH-01-TEMPO

**Project Title**  
Temporary Staff Services

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**TOTAL POINTS**  

**Reviewers**

1. Anne Durant  
   NHH, Nursing Coordinator
2. Kevin Lincoln  
   Director of Finance of Glencliff Home
3. Bret Mason  
   NHH, Chief Financial Officer
4. Donna Ferland  
   NHH, Finance Director
5. Carol Delisle  
   NHH, Assistant Chief Nursing Officer

*The Department anticipates presenting a contract for this vendor at a future G&C date.*
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<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC</td>
<td>Cross Country Staffing, Inc.</td>
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* Not Applicable - No Cost Proposal for RFA

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
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*Not Applicable - No Cost Proposal for RFA*

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<th>Maxim Healthcare Staffing Services, Inc.</th>
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<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
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<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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*Not Applicable - No Cost Proposal for RFA*
Subject: Temporary Staff Services (RFA-2024-NHH-01-TEP-006)

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

AGREEMENT

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

GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1. IDENTIFICATION.</th>
<th>2. State Agency Address</th>
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<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street</td>
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<tr>
<td></td>
<td>Concord, NH 03301-3857</td>
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<tr>
<td>1.3 Contractor Name</td>
<td>1.4 Contractor Address</td>
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<tr>
<td>Compunnel Software Group, Inc.</td>
<td>103 Morgan Lane, Suite 102, Plainsboro, New Jersey, 08536</td>
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<tr>
<td>1.5 Contractor Phone Number</td>
<td>1.6 Account Number</td>
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<tr>
<td>609-606-9010</td>
<td>05-095-094-940010-8750-102-500731</td>
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<td>05-095-091-900010-5710-101-500729</td>
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<tr>
<td>1.9 Contracting Officer for State Agency</td>
<td>1.10 State Agency Telephone Number</td>
</tr>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
<tr>
<td>1.11 Contractor Signature</td>
<td>1.12 Name and Title of Contractor Signatory</td>
</tr>
<tr>
<td>[Signature]</td>
<td>Sam Handa VP-Business Strategy &amp; Operations</td>
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<tr>
<td>Date: 6/7/2023</td>
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<tr>
<td>1.13 State Agency Signature</td>
<td>1.14 Name and Title of State Agency Signatory</td>
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<tr>
<td>[Signature]</td>
<td>Ellen Marie Lapointe Executive Officer</td>
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<td>Date: 6/7/2023</td>
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<td>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</td>
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<tr>
<td>By:</td>
<td>Date:</td>
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<tr>
<td>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</td>
<td>On: 6/8/2023</td>
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<td>By: [Signature]</td>
<td>On: 6/8/2023</td>
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<td>1.17 Approval by the Governor and Executive Council (if applicable)</td>
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<tr>
<td>G&amp;C Item number:</td>
<td>G&amp;C Meeting Date:</td>
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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including, without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with 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.
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):  
8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.  
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:  
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.  
8.3 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.  

9. TERMINATION.  
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.  
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.  

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.  
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.  
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.  
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.  

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.  
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all of or substantially all of the assets of the Contractor.  
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.  

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of or which may be claimed to arise out of the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewals of insurance required under this Agreement not later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS’ COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (“Workers’ Compensation”).
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to confer any benefit with 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 herein 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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

       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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 ("Effective Date").

   1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

       3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

       12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

1.1.1. Registered Nurses (RNs);
1.1.2. Licensed Practical Nurses (LPNs);
1.1.3. Licensed Nursing Assistants (LNAs);
1.1.4. Mental Health Workers (MHWs); and
1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

1.2.1. Valid applicable licenses issued in New Hampshire.
1.2.2. Resumes.
1.2.3. CPR certification, as required by state law.
1.2.4. Proof of pre-employment screening which includes, but is not limited to:
   1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
   1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:
      1.2.4.2.1. Hepatitis B.
      1.2.4.2.2. Influenza.
      1.2.4.2.3. MMR.
      1.2.4.2.4. Varicella (chickenpox).
      1.2.4.2.5. Tetanus, diphtheria, pertussis.
      1.2.4.2.6. TB skin test (Quantiferon TB gold).
      1.2.4.2.7. Criminal background check(s) required in Section 1.13.
   1.2.4.3. At least three (3) professional references.
   1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited
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to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to "Cues to Crisis" training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
New Hampshire Department of Health and Human Services
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EXHIBIT B

1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

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

1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.

1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.

1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.

1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.

1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:

1.8.1.1. Assisting in admission procedures.
1.8.1.2. Searching for contraband.
1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
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EXHIBIT B

1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned
cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
and reports.

1.9.1.17. Providing clinical analysis, and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with
New Hampshire Department of Health and Human Services
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an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor's alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit-C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies. and
New Hampshire Department of Health and Human Services
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EXHIBIT B

procedures adopted by the Department currently in effect, and as they
may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities,
at the sole discretion of the Department, including, but not limited to:

1.12.2.1. Site visits.
1.12.2.2. File reviews.
1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this
Agreement, the Contractor must ensure that said individual has
undergone:

1.13.1.1. A criminal background check, at the Contractor's expense, and
has no convictions for crimes that represent evidence of
behavior that could endanger individuals served under this
Agreement;
1.13.1.2. A name search of the Department's Bureau of Elderly and Adult
Services (BEAS) State Registry, pursuant to RSA 161-F:49, with
results indicating no evidence of behavior that could endanger
individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information
Security Requirements authorized by the Department's Information
Security Office to use a Department issued device (e.g. computer,
tablet, mobile telephone) or access the Department network in the
fulfillment of this Agreement, must:

1.14.1.1. Sign and abide by applicable Department and New
Hampshire Department of Information Technology (NH
DoIT) use agreements, policies, standards, procedures
and guidelines, and complete applicable trainings as
required;
1.14.1.2. Use the information that they have permission to access
solely for conducting official Department business and
agree that all other use or access is strictly forbidden
including, but not limited to personal or other private and
non-Department use, and that at no time shall they
access or attempt to access information without having
the express authority of the Department to do so;
1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department’s email system:

1.14.1.9.1. To only use a Department email address assigned to them with a “@affiliate.DHHS.NH.Gov”.

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

Contractor Initials: [Signature]
Date: 6/7/2023
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EXHIBIT B

1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User’s will only access the Department intranet to view the Department’s Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department’s Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms
3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “The preparation of this (report, document etc.) was financed under an 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.”

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

- 3.2.3.1. Brochures.
- 3.2.3.2. Resource directories.
- 3.2.3.3. Protocols or guidelines.
- 3.2.3.4. Posters.
- 3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must 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
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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
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EXHIBIT C

Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>$2,010,000</td>
</tr>
<tr>
<td>2025</td>
<td>$1,760,000</td>
</tr>
<tr>
<td>Total</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff

<table>
<thead>
<tr>
<th></th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Compunnel Software Group, Inc.  Page 2 of 7  Date 6/7/2023
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 p.m. - 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 p.m. - 11:00 p.m. shift at Glencliff.
Glencliff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year’s Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td></td>
<td>Christmas Eve and Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:
   6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.
   6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   7.1. Includes the Contractor’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   7.3. Identifies and requests payment for allowable costs incurred in the previous month.
   7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

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New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
121 So. Fruit St
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to: Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager
Glencliff Home
PO Box 76
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.acl@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1.1. 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;

1.2. Establishing an ongoing drug-free awareness program to inform employees about

1.2.1. The dangers of drug abuse in the workplace;
1.2.2. The grantee's policy of maintaining a drug-free workplace;
1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

1.3. 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);

1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

1.4.1. Abide by the terms of the statement; and
1.4.2. 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;

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: Compunnel Software Group, Inc.

6/7/2023
Date

Name: Sam Handa
Title: VP-Business Strategy & Operation
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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-1.)

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.

Vendor Name: Compunnel Software Group, Inc.

Date: 6/7/2023

Name: Sam Handa
Title: VP-Business Strategy & Operation
CERTIFICATION REGARDING DEBARMMENT, 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.


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

Exhibit F – Certification Regarding Debarment, Suspension and Other Responsibility Matters

Contractor Initials: SH

Date: 6/7/2023

Page 1 of 2
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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. 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;
11.3. 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 (l)(b) of this certification; and
11.4. 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.

12. 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
13. 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:

13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
13.2. 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).

14. 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 Name: Compunnel Software Group, Inc.

6/7/2023
Date

Name: Sam Handa
Title: VP-Business Strategy & Operation
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

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:

The Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

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.

Exhibit G

Contractor Initials

Date 6/7/2023
New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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:

I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Compunnel Software Group, Inc.

6/7/2023

Date

Name: Sam Handa
Title: VP-Business Strategy & Operation

Contractor Initials

Certification of Compliance with requirements pertaining to Federal nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/7/2023
Date
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 Name: Compunnel Software Group, Inc.

6/7/2023
Date

Name: Sam Handa
Title: VP-Business Strategy & Operation

Exhibit H – Certification Regarding Environmental Tobacco Smoke
Page 1 of 1
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Compunnel Software Group, Inc.

Date: 6/7/2023

Name: Sam Handa
Title: VP - Business Strategy & Operation
As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: F4VLKLUKUBU8

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   
   X NO  YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   X NO  YES

   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ___________________________  Amount: ___________________________
   Name: ___________________________  Amount: ___________________________
   Name: ___________________________  Amount: ___________________________
   Name: ___________________________  Amount: ___________________________
   Name: ___________________________  Amount: ___________________________
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

A. Definitions

The following terms may be reflected in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
New Hampshire Department of Health and Human Services
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DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PHI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized, individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
New Hampshire Department of Health and Human Services  
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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application, Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
New Hampshire Department of Health and Human Services
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DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States, unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

VS. Last update 10/09/18

DHHS Information Security Requirements
Page 6 of 9

Contractor Initials

6/7/2023
Date
New Hampshire Department of Health and Human Services
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DHHS Information Security Requirements

the breach, including but not limited to; credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI: This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State’s Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire  
Department of Health and Human Services  
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Cross Country Staffing, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
   2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

3. Exhibit C, Section 4, to read:
   4. For the purposes of this Agreement the Department has identified:
      4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:
   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

   5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/17/2023  
Date

[Signature]  
Ellen Marie Lapointe  
Name: Ellen Marie Lapointe  
Title: Chief Executive Officer

Cross Country Staffing, Inc.

11/15/2023

Date

[Signature]  
Bessie Petrooutsas  
Name: Bessie Petrooutsas  
Title: Corporate Counsel
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/20/2023

Date

[Signature]

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CROSS COUNTRY STAFFING, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on January 25, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 388953
Certificate Number: 0006228461

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 12th day of May A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

Susan E. Ball

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Cross Country Staffing, Inc.

2. I attest that Bessie Petroutsas, Corporate Counsel

(Name and Title of Contract Signatory)

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

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

Dated: 11/10/2023

Signature of Elected Officer
Name: Susan E. Ball
Title: EVP, Chief Administrative Officer, General Counsel and Corporate Secretary

Rev. 03/24/20
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Willie Towers Watson Southeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-191 USA

CONTACT NAME: Willie Towers Watson Certificate Center
PHONE: 1-877-946-7378
FAX: 1-888-467-2378
EMAIL: certificates@willi.com

INSURED
Cross Country Healthcare, Inc.
* See Attachment for Full List *
6551 Park of Commerce Blvd., NW
Boca Raton, FL 33487

INSURER(S) AFFORDING COVERAGE

INSURER A: Underwriters at Lloyd's London NAIC #15792

INSURED
Croas Country Baalthcara, Inc.
*Saa Attachstant for Full Liat *
6551 Park of Coasaarca Blvd., NW
Boca Raton, FL 33487

INSURER B- Proparty Caaualty Company of Ama 25674

INSURERC: Radical Protactlva Coc^any 11843

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: M30867257

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

<table>
<thead>
<tr>
<th>INSRT</th>
<th>TYPE OF INSURANCE</th>
<th>ADDRESS/WRD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
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<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>B080153081P23</td>
<td>10/01/2023</td>
<td>10/01/2024</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td></td>
<td>CLAIMS-MADE OCCUR</td>
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<td>COMBINED SINGLE LIMIT $1,000,000</td>
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<td></td>
<td>ANY AUTO</td>
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<td>BODILY INJURY (Per person) $1,000,000</td>
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<td></td>
<td>OWNED AUTOS ONLY</td>
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<td>BODILY INJURY (Per accident) $1,000,000</td>
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<td>HIRED AUTOS ONLY</td>
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<td>PROPERTY DAMAGE (Per person) $1,000,000</td>
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<td>NON-OWNED AUTOS ONLY</td>
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<td>SAIl Insured Retention $1,000,000.00</td>
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<td>EACH OCCURRENCE $1,000,000</td>
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<td>CLAIMS-MADE OCCUR</td>
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<td>AGGREGATE $1,000,000</td>
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<td>CLAIMS-MADE</td>
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<tr>
<td>B</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td>UB-06X772012-23-51-K</td>
<td>09/30/2023</td>
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<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td>ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED?</td>
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<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td>(Mandatory in NH)</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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<td>Medical Professional Liability</td>
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<td>Aggregate 3,000,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy B080153081P23 is written by the following participating insurers - Lloyds of London NAIC #15792 (Beazley and Chubb) Policy B080153081P23 (75%) and Lexington Insurance Company Policy 021458271 (25%). General Liability limits shall be part of and not in addition to the Excess Liability limits.

Hired and Non-owned Auto Coverages are provided by Cross Country Healthcare, Inc. through a $1M SIR.

CERTIFICATE HOLDER
State of New Hampshire Department of Health and Human Service
Attn: Contracts Dept.
129 Pleasant Street
Concord, NH 03301-3857

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

AUTHORIZED REPRESENTATIVE

Jessica Graham

© 1988-2016 ACORD CORPORATION. All rights reserved.
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>Willis Towers Watson Southeast, Inc.</th>
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<tr>
<td>NAMED INSURED</td>
<td>Cross Country Healthcare, Inc.</td>
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<tr>
<td>LOC #</td>
<td>6551 Park of Commerce Blvd., NW</td>
</tr>
<tr>
<td>policy_number</td>
<td>Boca Raton, FL 33487</td>
</tr>
<tr>
<td>CARRIER</td>
<td>See Page 1</td>
</tr>
<tr>
<td>NAIC CODE</td>
<td>See Page 1</td>
</tr>
<tr>
<td>EFFECTIVE DATE</td>
<td>See Page 1</td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

This additional remarks form is a schedule to ACORD form.

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured as respects to General Liability. General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.
<table>
<thead>
<tr>
<th>Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross Country Healthcare Inc.</td>
</tr>
<tr>
<td>Assignment America, LLC d/b/a: Cross Country Nurses Local, CRU48 Local, Cross Country Allied Local, Cross Country Medical Staffing Network, Advantage RN Local Staffing</td>
</tr>
<tr>
<td>Cejka search, LLC d/b/a: Cross Country search, Cejka Search</td>
</tr>
<tr>
<td>Credent Verification and Licensing Services, LLC</td>
</tr>
<tr>
<td>Cross Country Staffing Inc. d/b/a Cross Country Healthcare Services; CRU48; MDA Holdings, Inc.</td>
</tr>
<tr>
<td>Intellify Talent Solutions, LLC</td>
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<tr>
<td>Medical Doctor Associates, LLC dba Cross Country Locums</td>
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<tr>
<td>Medical Doctor Associates, LLC dba Mint Medical Physician Staffing: Lotus Medical Staffing</td>
</tr>
<tr>
<td>New Medican II, LLC d/b/a Cross Country Education</td>
</tr>
<tr>
<td>OWS, LLC d/b/a: OWS, LLC (Delaware), OWS Solutions, Selected, HireUp Leadership Travel Staff, LLC d/b/a: Cross Country Nurses, CRU48 Travel, Cross Country Allied, Advantage RN; Travel Staff of Boca Raton, Travel Staff of Tampa, Travel Staff of Naperville, Cross Country Education Travel</td>
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<tr>
<td>Assignment America, LLC dba Assignment America of Boca Raton; Assignment America of Tampa; Assignment America of Naperville</td>
</tr>
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<td>Assignment America, LLC dba Cross Country Workforce Solutions Group; Talent Strategies, Inc.; Health Talent Strategies, Inc.; Workforce Solutions Group, Inc.</td>
</tr>
<tr>
<td>Cross Country DAS, Inc.</td>
</tr>
<tr>
<td>Cross Country Tech, LLC</td>
</tr>
</tbody>
</table>
REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2028. 31% General Funds. 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
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<tr>
<td>22nd Century Technologies, Inc.</td>
<td>216506-B001</td>
<td>$3,770,000</td>
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<tr>
<td>AHS Staffing LLC</td>
<td>638521</td>
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<tr>
<td>Career Staff Unlimited, LLC</td>
<td>449994</td>
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</tr>
<tr>
<td>CMG CIT Acquisition, LLC</td>
<td>296667</td>
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<tr>
<td>Compunet Software Group, Inc.</td>
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<td>Cross Country Staffing, Inc.</td>
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<tr>
<td>Healthcare Staffing Professionals, Inc.</td>
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<td>Maxim Healthcare Staffing Services, Inc.</td>
<td>438253</td>
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<tr>
<td>ShareSTAFF LLC</td>
<td>525551</td>
<td></td>
</tr>
<tr>
<td>SHC Services, Inc.</td>
<td>209387</td>
<td></td>
</tr>
</tbody>
</table>
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

Sunbelt Staffing, LLC
(Oldsmar, FL) 577318

Tryfacta, Inc.
(Derry, NH) 450101

Worldwide Travel Staffing, Limited
(Tonawanda, NY) 224259

Total $3,770,000

Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-091-910010-5710-101-500729, Health & Social Services, Department of Health and Human Services, Glencliff Home Professional Care

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
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<tr>
<td>2024</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
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<tr>
<td>2025</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
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<tr>
<td></td>
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<td>Subtotal</td>
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<td>$1,020,000</td>
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</table>

05-095-094-940010-8750-102-500731, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
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<tbody>
<tr>
<td>2024</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,500,000</td>
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<tr>
<td>2025</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
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<td>Subtotal</td>
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<tr>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>$3,770,000</td>
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</tbody>
</table>

EXPLANATION

The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Departments intent to bring additional bed capacity On E/F
units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glendiff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high; RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However, these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glendiff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glendiff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glendiff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals’ ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services’ Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
Project ID #: RFA-2024-NHH-01-TEMPO

Project Title: Temporary Staff Services

<table>
<thead>
<tr>
<th></th>
<th>Maximum Points Available</th>
<th>22nd Century Technologies, Inc.</th>
<th>All's Well, Inc. dba All's Well</th>
<th>Adelphi Medical Staffing, LLC</th>
<th>AHS Staffing LLC</th>
<th>Aya Healthcare, Inc*</th>
<th>Baylnfotech, LLC.</th>
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<td>Technical</td>
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<tr>
<td>Ability (Q1)</td>
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<td>Experience (Q2)</td>
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TOTAL PROPOSED VENDOR COST: Not Applicable - No Cost Proposal for RFA

Reviewer Name | Title
--- | ---
1. Anne Durant | NHH, Nursing Coordinator
2. Kevin Lincoln | Director of Finance of Glencliff Home
3. Bret Mason | NHH, Chief Financial Officer
4. Donna Ferland | NHH, Finance Director
5. Carol Delisle | NHH, Assistant Chief Nursing Officer

* The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<td>126</td>
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<td></td>
<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC</td>
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</table>

Not Applicable - No Cost Proposal for RFA

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
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`Not Applicable - No Cost Proposal for RFA`

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
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<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solutions L.L.C.</th>
<th>Resource Logistics, Inc.</th>
<th>ShareSTAFF LLC</th>
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<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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</tbody>
</table>

Not Applicable - No Cost Proposal for RFA
Subject: Temporary Staff Services (RFA-2024-NHH-01-TEMPO-07)

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

AGREEMENT

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

GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street, Concord, NH 03301-3857</td>
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<table>
<thead>
<tr>
<th>1.3 Contractor Name</th>
<th>1.4 Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross Country Staffing, Inc.</td>
<td>6551 Park of Commerce Blvd., Boca Raton, FL 33487</td>
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<table>
<thead>
<tr>
<th>1.5 Contractor Phone Number</th>
<th>1.6 Account Number</th>
<th>1.7 Completion Date</th>
<th>1.8 Price Limitation</th>
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<tr>
<td>585-797-1228</td>
<td>05-095-094-940010-8750-102-500731</td>
<td>6/30/2025</td>
<td>$3,770,000</td>
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</table>

<table>
<thead>
<tr>
<th>1.9 Contracting Officer for State Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.11 Contractor Signature</th>
<th>1.12 Name and Title of Contractor Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bessie Petroutsas</td>
<td>Corporate Counsel</td>
</tr>
<tr>
<td>Date: 6/6/2023</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>1.13 State Agency Signature</th>
<th>1.14 Name and Title of State Agency Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ellen Marie Lapointe</td>
<td>Executive Officer</td>
</tr>
<tr>
<td>Date: 6/7/2023</td>
<td></td>
</tr>
</tbody>
</table>

1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: Director, On: 6/8/2023

1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)

By: Robyn Giusino, On: 6/8/2023

1.17 Approval by the Governor and Executive Council (if applicable)

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including, without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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.
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):  
8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.  
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:  
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.  
8.3 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.  
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.
10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.  
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.  
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 herein 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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 (“Effective Date”).

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:
   1.1.1. Registered Nurses (RNs);
   1.1.2. Licensed Practical Nurses (LPNs);
   1.1.3. Licensed Nursing Assistants (LNAs);
   1.1.4. Mental Health Workers (MHWs); and
   1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:
   1.2.1. Valid applicable licenses issued in New Hampshire.
   1.2.2. Resumes.
   1.2.3. CPR certification, as required by state law.
   1.2.4. Proof of pre-employment screening which includes, but is not limited to:
      1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
      1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:
         1.2.4.2.1. Hepatitis B.
         1.2.4.2.2. Influenza.
         1.2.4.2.3. MMR.
         1.2.4.2.4. Varicella (chickenpox).
         1.2.4.2.5. Tetanus, diphtheria, pertussis.
         1.2.4.2.6. TB skin test (Quantiferon TB gold).
         1.2.4.2.7. Criminal background check(s) required in Section 1.13.
   1.2.4.3. At least three (3) professional references.
   1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited to:

RFA-2024-NHH-01-TEMPO-07
Cross Country Staffing, Inc.

Contractor Initials DFP
Date 6/6/2023
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New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

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

1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:

1.8.1.1. Assisting in admission procedures.
1.8.1.2. Searching for contraband.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned
cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

and reports.

1.9.1.17. Providing clinical analysis and recommendations at
diagnostic and treatment review conferences as
necessary.

1.9.1.18. Consulting with other professional treatment staff
regarding various treatment interventions, psychosocial
and environmental influences, the availability of
community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and
increase knowledge relevant to case management and
patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH
as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff
and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing
requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24)
hours advance notice when Temporary Staff are needed, unless
otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable
to each position, for a staffing period that is a minimum of a thirteen
(13) weeks without a gap in delivered services for the staffing period
unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-
term temporary nursing professional staffing services, defined as a
minimum of thirteen (13) weeks working at either NHH or Glencliff
Home, and any extension thereof up until twenty-six (26) weeks, on a
deliverables basis pursuant to the rate schedules in Exhibit C,
Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least
two (2) thirteen (13) week Staffing Periods to be hired by the
Department.

1.10.8. The Contractor must provide temporary staffing services for each
MHW and PSW for a minimum staffing period of six (6) months.

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New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member’s end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor’s alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department’s request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:

   1.12.2.1. Site visits.
   1.12.2.2. File reviews.
   1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

   1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
   1.13.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

   1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
   1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department’s Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department’s Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department’s email system:

1.14.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User's will only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms

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Cross Country Staffing, Inc.

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Contractor Initials [BPP]

Date 6/6/2023
3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "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."

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

   3.2.3.1. Brochures.
   3.2.3.2. Resource directories.
   3.2.3.3. Protocols or guidelines.
   3.2.3.4. Posters.
   3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

   4.1.1. Books, records, documents and other electronic or physical 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.

   4.1.2. All records must 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
New Hampshire Department of Health and Human Services
Temporary Staff Services

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Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th></th>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff

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Cross Country Staffing, Inc.

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**EXHIBIT C**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

**Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

**Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

**Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

**Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

<table>
<thead>
<tr>
<th></th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff.
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EXHIBIT C

Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year's Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td>Christmas Eve and Day</td>
<td>Thanksgiving</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
New Hampshire Department of Health and Human Services
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EXHIBIT C

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
121 So. Fruit St.
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to:
   Glencliff.AP@dhhs.nh.gov or mailed to:
   Financial Manager
   Glencliff Home
   PO Box 76
   Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
       1.2.1. The dangers of drug abuse in the workplace;
       1.2.2. The grantee's policy of maintaining a drug-free workplace;
       1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
       1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
       1.4.1. Abide by the terms of the statement; and
       1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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
New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:
   1.6.1. 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
   1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: Cross Country Staffing, Inc., and its affiliates

6/6/2023
Date

[Signature]
Bessie Petroutsas
Name: Bessie Petroutsas
Title: Corporate Counsel
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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-1.)

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.

Vendor Name: Cross Country Staffing, Inc., and its affiliates

Date: 6/6/2023

Name: Besste Petroutsas
Title: Corporate Counsel

Exhibit E - Certification Regarding Lobbying

Vendor Initials: BPP
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.


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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   11.2. 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;
   11.3. 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 (l)(b) of this certification; and
   11.4. 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.

12. 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
13. 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:
   13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   13.2. 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).

14. 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 Name: Cross Country Staffing, Inc., and its affiliates

Date: 6/6/2023

Bessie Petroutsas
Corporate Counsel

Contractor INITIALS: BPP

6/6/2023
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;


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.
New Hampshire Department of Health and Human Services  
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: Cross Country Staffing, Inc., and its affiliates

Date: 6/6/2023

Name: Bessie Petroutsas
Title: Corporate Counsel
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 Name: Cross Country Staffing, Inc., and its affiliates

6/6/2023

Date

Name: Bessie Petroutsas
Title: Corporate Counsel

Contractor Initials 6/6/2023
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those
   revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Cross Country Staffing, Inc., and its affiliates

Date

[Signature]

Name: Bessie Petroutsas
Title: Corporate Counsel

Contractor Initiator

6/6/2023
FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: [N/A]

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   - X NO  YES

If the answer to #2 above is NO, stop here
If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   - NO  YES

If the answer to #3 above is YES, stop here
If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ____________________________ Amount: ______________
   Name: ____________________________ Amount: ______________
   Name: ____________________________ Amount: ______________
   Name: ____________________________ Amount: ______________
   Name: ____________________________ Amount: ______________
A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to
request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open-Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e., Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services

DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U.S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected; processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. § 5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State’s Privacy Officer and the State’s Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

   b. safeguard this information at all times.

   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;

2. Determine if personally identifiable information is involved in Incidents;

3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOfficer@dhhs.nh.gov
State of New Hampshire  
Department of Health and Human Services  
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Focus Staff Services LP ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 19, 2023 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th></th>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
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<tr>
<td>Total</td>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
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</table>

3. Exhibit C, Section 4, to read:
4. For the purposes of this Agreement the Department has identified:
4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:
5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/17/2023

Ellen Marie Lapointe
Chief Executive Officer

Focus Staff Services LP

11/16/2023

Shelia Ryan
Director of Account Management
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/27/2023

Date

Name:

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ____________________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:
I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FOCUS STAFF SERVICES LP a Texas Limited Partnership formed to transact business in New Hampshire on June 19, 2023. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 934961
Certificate Number: 0006251423

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of June A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

1, [Name of the elected Officer of the Corporation/LLC; cannot be contract signatory], hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of [Corporation/LLC Name].

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on [Date], at which a quorum of the Directors/shareholders were present and voting.

VOTED: That [Name and Title of Contract Signatory] is duly authorized on behalf of [Corporation/LLC Name] to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: [Date]

Signature of Elected Officer
[Name: [Name of Officer]]
[Title: [Position of Officer]]

Rev. 03/24/20
**Certificate of Liability Insurance**

**This Certificate Is Issued As a Matter of Information Only and Confers No Rights Upon the Certificate Holder. This Certificate Does Not Affirmatively or Negatively Amend, Extend or Alter the Coverage Afforded by the Policies Below. This Certificate of Insurance Does Not Constitute a Contract Between the Issuing Insurer(s), Authorized Representative or Producer, and the Certificate Holder.**

**Important:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:**
Marsh & McLennan Agency LLC
8144 Walnut Hill Lane, 16th Floor
Dallas TX 75231

**Insured:**
Focus Staff Services, LP
Focus Real Estate, LLC
10440 E NW Hwy
Dallas TX 75238

**Coverages**

**Certificate Number:** 158125819

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**Description of Operations / Locations / Vehicles**

Additional insured form #CG2026 edition 04/13 applies to the General Liability policy where required by written contract.


Waiver of subrogation form #CG2040 P edition 05/09 applies to the General Liability policy where required by written contract.


30 Day Notice of Cancellation form #PI-CANXAICH-002 edition 05/11 applies to General Liability where required by written contract.

Additional insured form #PI-MANU-1 edition 01/00 applies to the Auto Liability policy where required by written contract.

**Certificate Holder**

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

**Should Any of the Above Described Policies Be Cancelled Before the Expiration Date Thereof, Notice Will Be Delivered in Accordance with the Policy Provisions.**

**Authorized Representative**

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25  FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary NonContributory form #PI-MANU-1 edition 01/00 applies to the Auto Liability policy where required by written contract.
Waiver of subrogation form #CA0444 edition 03/10 applies to the Auto Liability policy where required by written contract
30 Day Notice of Cancellation forms form #PI-CANXAICH-002 edition 05/11 applies to Auto Liability where required by written contract

Additional Insured form #PI-MANU-1 edition 01/00 applies to the Professional Liability policy where required by written contract.
Waiver of subrogation form #PI-MANU-1 edition 01/00 applies to the Professional Liability policy where required by written contract
Additional Insured form #PI-MANU-1 edition 01/00 applies to the Professional Liability policy where required by written contract
30 Day Notice of Cancellation forms form #PI-CANXAICH-002 edition 05/11 applies to Professional Liability where required by written contract

Additional Insured form #PI-MANU-1 edition 01/00 applies to the Professional Liability policy where required by written contract.
Waiver of subrogation form WC000313 edition 04/84 applies to Workers' Compensation where required by written contract
Waiver of subrogation form WC430305 edition 07/00 for Utah applies to Workers' Compensation where required by written contract
Waiver of subrogation form WC420304B edition 06/14 for TX applies to Workers' Compensation where required by written contract
Alternate Employer Endorsement form WC000301 edition 02/89 applies to Workers' Compensation where required by written contract

Umbrella Follows Form in regards to General Liability per form PI-CXL-041 edition 05/16
Umbrella Follows Form in regards to Professional Liability per form PI-CXL-003 edition 01/21
Umbrella Follows Form in regards to Employers' Liability per form PI-CXL-005 edition 05/16
30 Day Notice of Cancellation form #PI-CANXAICH-002 edition 09/06 applies to Umbrella Liability where required by written contract

General liability policy has separation of insureds pursuant to form CG 00 01 04 13
Professional Liability policy has separation of insureds pursuant to form PI-TS-003 (12/11)
Crime policy has Third Party coverage pursuant to form 14-0217277 (12/2010)
Coverage for medical services is provided for under form PI-TS-009 (05/12)
June 21, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval, through June 30, 2025. 31% General Funds, 69% Other Funds (Agency Income, Agency Fees & Inter-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
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<td>(Dallas, TX)</td>
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<td>Services, Inc.</td>
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<td>$3,770,000</td>
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Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
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**EXPLANATION**

The purpose of this request is to secure additional temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Department's intent to bring additional bed capacity in the E/F units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

The Department presented the other 13 contracts resulting from this Request for Applications (RFA) to the Governor and Executive Council at the June 28, 2023 meeting. The Department is presenting the remaining three (3) contracts that required additional time to obtain the required MOP 150 documentation to complete the contract binders.

Both NHH and Glencliff Home have ramped up recruitment strategies to fill empty state employee positions, but vacancies remain high across the board; RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However, these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glencliff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glencliff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.
The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glencliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals' ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

[Signature]

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
# Temporary Staff Services

<table>
<thead>
<tr>
<th></th>
<th>Maximum Points Available</th>
<th>22nd Century Technologies, Inc.</th>
<th>All's Well, Inc. dba All's Well</th>
<th>Adelphi Medical Staffing, LLC</th>
<th>AHS Staffing, LLC</th>
<th>Aya Healthcare, Inc.</th>
<th>BayInfotech, LLC.</th>
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<td><strong>Technical</strong></td>
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**TOTAL PROPOSED VENDOR COST**

Not Applicable - No Cost Proposal for RFA

<table>
<thead>
<tr>
<th>Reviewer Name</th>
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</tr>
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<tbody>
<tr>
<td>1. Anne Durant</td>
<td>NHH, Nursing Coordinator</td>
</tr>
<tr>
<td>2. Kevin Lincoln</td>
<td>Director of Finance of Glendif Home</td>
</tr>
<tr>
<td>3. Bret Mason</td>
<td>NHH, Chief Financial Officer</td>
</tr>
<tr>
<td>4. Donna Ferland</td>
<td>NHH, Finance Director</td>
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<tr>
<td>5. Carol Delisle</td>
<td>NHH, Assistant Chief Nursing Officer</td>
</tr>
<tr>
<td>CareerStaff Unlimited, LLC</td>
<td>Cell Staff, LLC</td>
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<tr>
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<td>Compu-Vision Consulting, Inc.</td>
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Not Applicable - No Cost Proposal for RFA
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Not Applicable - No Cost Proposal for RFA
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<tr>
<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solutions L.L.C.</th>
<th>Resource Logistics, Inc.</th>
<th>ShareSTAFF LLC</th>
<th>SHC Services, Inc.</th>
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<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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Not Applicable - No Cost Proposal for RFA


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

**AGREEMENT**

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

**GENERAL PROVISIONS**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
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<td>State Agency Name</td>
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<tr>
<td>New Hampshire Department of Health and Human Services</td>
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<tr>
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<tr>
<td>129 Pleasant Street</td>
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<tr>
<td>Concord, NH 03301-3837</td>
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<td>Focus Staff Services LP</td>
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<tr>
<td>10440 East Northwest Hwy</td>
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<td>Dallas, TX 75238</td>
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<td>Contracting Officer for State Agency</td>
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<tr>
<td>Robert W. Moore, Director</td>
<td></td>
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<td>1.10</td>
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<td>(603) 271-9631</td>
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<td>Contractor Signature</td>
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<tr>
<td>Signed by: Tom Miller</td>
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<tr>
<td>Date: 6/23/2023</td>
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<td>Name and Title of Contractor Signatory</td>
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<td>Tom Miller CRO</td>
<td></td>
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<td>State Agency Signature</td>
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<tr>
<td>Signed by: Ellen Marie Lapointe</td>
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<tr>
<td>Date: 6/23/2023</td>
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<td>Name and Title of State Agency Signatory</td>
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<tr>
<td>Ellen Marie Lapointe Executive Officer</td>
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<td>Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</td>
</tr>
<tr>
<td>By:</td>
<td></td>
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<tr>
<td>Director, On:</td>
<td></td>
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<td>1.16</td>
<td>Approval by the Attorney General (Form, Substance and Execution) (if applicable)</td>
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<tr>
<td>By:</td>
<td></td>
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<td>Signed by: Robin Gunion</td>
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<td>On: 6/26/2023</td>
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<td>G&amp;C Meeting Date:</td>
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Page 1 of 4

Contractor Initials  
6/23/2023
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 payments until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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, anyone 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.
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESENTATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, charts, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) a merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State Law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.  

Contractor Initials [TM]  
Date 872372023
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor and Executive Council approval (“Effective Date”).

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
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EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

1.1.1. Registered Nurses (RNs);
1.1.2. Licensed Practical Nurses (LPNs);
1.1.3. Licensed Nursing Assistants (LNAs);
1.1.4. Mental Health Workers (MHWs); and
1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

1.2.1. Valid applicable licenses issued in New Hampshire.
1.2.2. Resumes.
1.2.3. CPR certification, as required by state law.
1.2.4. Proof of pre-employment screening which includes, but is not limited to:

1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:

1.2.4.2.1. Hepatitis B.
1.2.4.2.2. Influenza.
1.2.4.2.3. MMR.
1.2.4.2.4. Varicella (chickenpox).
1.2.4.2.5. Tetanus, diphtheria, pertussis.
1.2.4.2.6. TB skin test (Quantiferon TB gold).
1.2.4.2.7. Criminal background check(s) required in Section 1.13.
1.2.4.3. At least three (3) professional references.
1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited
to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to "Cues to Crisis" training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
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1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

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

1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:

1.8.1.1. Assisting in admission procedures.
1.8.1.2. Searching for contraband.
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1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients’ dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposefully observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
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1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy, on assigned...
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cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms
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and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glenciff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glenciff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glenciff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with...
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an option for NHH/Glencliff to hire the individual after that six (6)
month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks
prior to any staff member's end-date should they want to continue
providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing
described in Paragraph 1.10.9, the Contractor must provide
alternative solutions, verbally and in writing, to NHH/Glencliff which
may choose to accept or decline the Contractor's alternative staffing
solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a
NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written
notification of the Department's request to cancel requested
Temporary Staff services a minimum of two (2) hours prior to the start
of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification
from the Department of any staffing dismissal from Glencliff or NHH
with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering
Temporary Staffing, on a per-diem deliverables basis, per each facility
pursuant to the rate schedule found in Exhibit C, Payment Terms.
Short-term rates will apply to staff who have worked less than 26
weeks at either NHH or Glencliff Home. Per-diem rates will apply to
staff who have worked at least 26 weeks or more at either NHH or
Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and
state laws, rules and regulations, and applicable policies and
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procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:

1.12.2.1. Site visits.
1.12.2.2. File reviews.
1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor’s expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.13.1.2. A name search of the Department’s Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department’s Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines; and complete applicable trainings as required;

1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department's email system:

1.14.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov."

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User's will only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms
New Hampshire Department of Health and Human Services  
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3.1. Impacts Resulting from Court Orders or Legislative Changes  
3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership  
3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “The preparation of this (report, document etc.) was financed under an 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.”

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
   3.2.3.1. Brochures.
   3.2.3.2. Resource directories.
   3.2.3.3. Protocols or guidelines.
   3.2.3.4. Posters.
   3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records  
4.1. The Contractor must keep records that include, but are not limited to:
   4.1.1. Books, records, documents and other electronic or physical 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.

   4.1.2. All records must 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
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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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
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EXHIBIT C  

Payment Terms  

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.  

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:  

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:  

3.1. 31% General funds.  

3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).  

4. For the purposes of this Agreement the Department has identified:  

4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.  

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below:  

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH  

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 a.m. - 7:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 a.m. - 7:15 p.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services  
Temporary Staff Services

EXHIBIT C

Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff
New Hampshire Department of Health and Human Services  
Temporary Staff Services

**EXHIBIT C**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

**EXHIBIT C**

<table>
<thead>
<tr>
<th>Number</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Giencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Giencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Giencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 p.m. – 7:00 a.m. shift at Giencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 p.m. – 11:00 p.m. shift at Giencliff.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Glendiff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glendiff on the eve of the holiday and end with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glendiff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm - 7:15am shift on the eve of the following holidays and end with the 2:45pm - 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm - 11:15pm shift on the eve of the holiday and end with the 10:45pm - 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year's Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td>Thanksgiving</td>
<td>Christmas Eve and Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

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Focus Staff Services LP
Page 5 of 7

Contractor Initials

Date 6/23/2023
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT C

7.6. is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager  
Department of Health and Human Services  
121 So. Fruit St  
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to: Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager  
Glencliff Home  
PO Box 76  
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.acl@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

Contractor Initials: [Signature]  
Date: 6/23/2023
EXHIBIT C

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition G exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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 1986 (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 1986 (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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
       1.2.1. The dangers of drug abuse in the workplace;
       1.2.2. The grantee's policy of maintaining a drug-free workplace;
       1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
       1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
       1.4.1. Abide by the terms of the statement; and
       1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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
New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: Focus Staff Services, LP

6/23/2023
Date

Name: Tom Miller
Title: CRO
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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, grant, loan, or cooperative agreement (and by specific mention sub-grantee or subcontractor).

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 subcontractor), 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-1.)

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.

Vendor Name: Focus Staff Services, LP

Date: 6/23/2023

Signature: [Signature]

Title: CRO

Vendor Initials: [Initials]
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. If 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 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.


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

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

11.2. 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;

11.3. 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 (l)(b) of this certification; and

11.4. 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.

12. 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

13. 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:

13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

13.2. 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).

14. 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 Name: Focus Staff Services, LP

6/23/2023

Signed by: T.M. Miller

Date: 6/23/2023

Name: T.M. Miller

Title: CEO
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;


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.
New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: Focus Staff Services, LP

6/23/2023
Date

[Signature]
Name: Tom Miller
Title: CRO

Contractor Initials

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

6/27/14
Rev. 10/21/14
Page 2 of 2

6/23/2023
Date
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 Name: Focus Staff Services, LP

Date: 6/23/2023

Name: Tom Miller
Title: GRO
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of Individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 60% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information); 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Focus Staff Services, LP

6/23/2023

Date

[Signature]

Name: Tom Miller
Title: CRO
FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: 26-4491759

2. In your business or organization’s preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   X NO       YES
   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   NO       YES
   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: __________________________ Amount: __________________________
   Name: __________________________ Amount: __________________________
   Name: __________________________ Amount: __________________________
   Name: __________________________ Amount: __________________________
   Name: __________________________ Amount: __________________________
A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359:C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative thereof disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontracts as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U.S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from...
the breach, including but not limited to: credit monitoring services, mailing costs and
costs associated with website and telephone call center services necessary due to
the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the
privacy and security of Confidential Information, and must in all other respects
maintain the privacy and security of PI and PHI at a level and scope that is not less
than the level and scope of requirements applicable to federal agencies, including,
but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS
Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45
C.F.R. Parts 160 and 164) that govern protections for individually identifiable health
information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and
physical safeguards to protect the confidentiality of the Confidential Data and to
prevent unauthorized use or access to it. The safeguards must provide a level and
scope of security that is not less than the level and scope of security requirements
established by the State of New Hampshire, Department of Information Technology.
Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm
for the Department of Information Technology policies, guidelines, standards, and
procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident
response process. The Contractor will notify the State's Privacy Officer and the
State's Security Officer of any security breach immediately, at the email addresses
provided in Section VI. This includes a confidential information breach, computer
security incident, or suspected breach which affects or includes any State of New
Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this
Contract to only those authorized End Users who need such DHHS Data to
perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above,
      implemented to protect Confidential Information that is furnished by DHHS
      under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or
      PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being
      sent to and being received by email addresses of persons authorized to
      receive such information.
DHHS Information Security Requirements

New Hampshire Department of Health and Human Services
Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.

- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to incidents; and

Contractor Initials

6/23/2023
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire  
Department of Health and Human Services  
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Healthcare Staffing Professionals, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
   The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

3. Exhibit C, Section 4, to read:
   For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:
   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm - 7:15am shift on the eve of the following holidays and end with the 2:45pm - 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm - 11:15pm shift on the eve of the holiday and end with the 10:45pm - 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

11/28/2023  
Date

Ellen Marie Lapointe  
Name: Ellen Marie Lapointe  
Title: Chief Executive Officer

Healthcare Staffing Professionals, Inc.

11/15/2023  
Date

Conclusius Mamboleo  
Name: Conclusius Mamboleo  
Title: Vice President of Staffing

Healthcare Staffing Professionals, Inc.
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/5/2023

Date

[Signature]

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: [date of meeting]

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HEALTHCARE STAFFING PROFESSIONALS, INC. is a California Profit Corporation registered to transact business in New Hampshire on September 16, 2022. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 911639
Certificate Number: 0006227811

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 11th day of May A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

1. Maxie Juzang, hereby certify that:
   (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Healthcare Staffing Professionals, Inc.
   (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 30, 2023, at which a quorum of the Directors/shareholders were present and voting.
   (Date)

VOTED: That Cornelius Mamboleo (may list more than one person)
   (Name and Title of Contract Signatory)

is duly authorized on behalf of Healthcare Staffing Professionals, Inc. to enter into contracts or agreements with
the State (Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 11/30/2023

Signature of Elected Officer
Name: Maxie Juzang
Title: Board Chairman

Rev. 03/24/20
CERTIFICATE OF LIABILITY INSURANCE

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

DATE (MM/DD/YYYY) 12/21/2023

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

PRODUCER
Marsh & McLennan Agency LLC
20 North Martingale Road
Schaumburg IL 60173

CONTACT
NAME: Colleen Larson
PHONE: (312) 625-5674
FAX: (847) 440-9130
E-MAIL: Colleen.Larson@MarshMMA.com

INSURER(S) AFFORDING COVERAGE
NAIC #

INSURER A: Philadelphia Indemnity Insurance
18058

INSURED
Healthcare Staffing Professionals, Inc.
6914 Canby Ave.
Suite 109
Reseda CA 91335

INSURERS
- Praetorian Insurance Company
37257
- Houston Casualty

COVERAGES

A. COMMERCIAL GENERAL LIABILITY
- EACH OCCurrence: $2,000,000
- MED EXP: (Any one person) $10,000
- PERSONAL & ADV INJURY: $2,000,000
- GENERAL AGGREGATE: $4,000,000
- PRODUCTS - COMPREHENSIVE LIMIT: $4,000,000

B. AUTOMOBILE LIABILITY
- ANY AUTO: $1,000,000
- BODILY INJURY (Per person) $1,000,000
- BODILY INJURY (Per accident) $2,000,000
- PROPERTY DAMAGE (Per accident) $200,000

C. UMBRELLA LIABILITY
- EACH OCCurrence: $6,000,000
- AGGREGATE: $6,000,000

D. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
- ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED
- E.L. EACH ACCIDENT: $1,000,000
- E.L. DISEASE - EA EMPLOYEE: $1,000,000
- E.L. DISEASE - POLICY LIMIT: $1,000,000

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: Any Proprietor/Partner/Executive Officer/Member, as listed on the policy, is excluded.

UMBRELLA follows form over the General Liability, Automobile Liability, Employers Liability, and the Professional Liability.

Proof of Insurance

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CERTIFICATE HOLDER

AUTHORIZED REPRESENTATIVE

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

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL
36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300

June 15, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and
Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed
a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at
New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional
years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 31%
General Funds, 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc. (Concord, NH)</td>
<td>216506-B001</td>
<td></td>
</tr>
<tr>
<td>AHS Staffing LLC (Traverse City, MI)</td>
<td>638521</td>
<td></td>
</tr>
<tr>
<td>Career Staff Unlimited, LLC (Irving, TX)</td>
<td>449994</td>
<td></td>
</tr>
<tr>
<td>CMG CIT Acquisition, LLC (Manchester, NH)</td>
<td>296667</td>
<td></td>
</tr>
<tr>
<td>Compuinfel Software Group, Inc. (Plainsboro, NJ)</td>
<td>00070434</td>
<td>$3,770,000</td>
</tr>
<tr>
<td>Cross Country Staffing, Inc (Boca Raton, FL)</td>
<td>262451</td>
<td></td>
</tr>
<tr>
<td>Healthcare Staffing Professionals, Inc. (Reseda, CA)</td>
<td>449651</td>
<td></td>
</tr>
<tr>
<td>Maxim Healthcare Staffing Services, Inc. (Columbia, MD)</td>
<td>438253</td>
<td></td>
</tr>
<tr>
<td>ShareSTAFF LLC (Stockton, CA)</td>
<td>525551</td>
<td></td>
</tr>
<tr>
<td>SHC Services, Inc. (Dallas, TX)</td>
<td>209387</td>
<td></td>
</tr>
</tbody>
</table>
Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

### 05-095-091-910010-5710-101-500729, Health & Social Services, Department of Health and Human Services, Glencliff Home Professional Care

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
</tr>
<tr>
<td>2025</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
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<tr>
<td></td>
<td></td>
<td>Subtotal</td>
<td></td>
<td>$1,020,000</td>
</tr>
</tbody>
</table>

### 05-95-094-940010-8750-102-500731, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>2025</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,250,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal</td>
<td></td>
<td>$2,750,000</td>
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<tr>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

**EXPLANATION**

The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Department's intent to bring additional bed capacity on E/F.
units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glencliff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 36%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glencliff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glencliff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department’s website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glencliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals’ ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
<table>
<thead>
<tr>
<th>Reviewer Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Anne-Durant</td>
<td>NHH, Nursing Coordinator</td>
</tr>
<tr>
<td>2 Kevin Lincoln</td>
<td>Director of Finance of Glenciff Home</td>
</tr>
<tr>
<td>3 Bret Mason</td>
<td>NHH, Chief Financial Officer</td>
</tr>
<tr>
<td>4 Donna Ferland</td>
<td>NHH, Finance Director</td>
</tr>
<tr>
<td>5 Carol Delisle</td>
<td>NHH, Assistant Chief Nursing Officer</td>
</tr>
</tbody>
</table>

The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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</thead>
<tbody>
<tr>
<td>38</td>
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<td>22</td>
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<tr>
<td>126</td>
<td>99</td>
<td>122</td>
</tr>
<tr>
<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC</td>
<td>Cross Country Staffing, Inc.</td>
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<td>20</td>
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<tr>
<td>93</td>
<td>116</td>
<td>111</td>
</tr>
</tbody>
</table>

* Not Applicable - No Cost Proposal for RFA

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
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<td>92</td>
<td>120</td>
<td>106</td>
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</tbody>
</table>

*Not Applicable - No Cost Proposal for RFA*

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solutions L.L.C.</th>
<th>Resource Logistics, Inc.</th>
<th>ShareSTAFF LLC</th>
<th>SHC Services, Inc.</th>
<th>Sunbelt Staffing, LLC</th>
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<td>121</td>
<td>115</td>
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<tr>
<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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<tr>
<td>104</td>
<td>63</td>
<td>126</td>
<td>69</td>
<td>123</td>
<td></td>
</tr>
</tbody>
</table>

Not Applicable - No Cost Proposal for RFA
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3 Contractor Name</th>
<th>1.4 Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Healthcare Staffing Professionals, Inc.</td>
<td>6914 Canby Ave., Suite 109 Reseda, CA 92335</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Contractor Phone Number</th>
<th>1.6 Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(818) 921-3126</td>
<td>05-095-094-940010-8750-102-500731 05-095-091-910010-5710-101-500729</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7 Completion Date</th>
<th>1.8 Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/30/2025</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9 Contracting Officer for State Agency</th>
<th>1.10 State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.11 Contractor Signature</th>
<th>1.12 Name and Title of Contractor Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature Image]</td>
<td>Cornelius Mamboli, President of Staffing</td>
</tr>
<tr>
<td>Date: 6/2/2023</td>
<td></td>
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<table>
<thead>
<tr>
<th>1.13 State Agency Signature</th>
<th>1.14 Name and Title of State Agency Signatory</th>
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</thead>
<tbody>
<tr>
<td>[Signature Image]</td>
<td>Ellen Marie Laffto, Executive Officer</td>
</tr>
<tr>
<td>Date: 6/6/2023</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Director, On:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>By: [Signature Image] On: 6/8/2023</td>
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</table>

<table>
<thead>
<tr>
<th>1.17 Approval by the Governor and Executive Council (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>G&amp;C Item number:</td>
<td>G&amp;C Meeting Date:</td>
</tr>
</tbody>
</table>
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES. 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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.
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):  
8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.  
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:  
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.  
8.3 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.  
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.  
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.  
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees; from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of or which may be claimed to arise out of the acts or omissions of the Contractor.
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
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EXHIBIT A  

Revisions to Standard Agreement Provisions  

1. Revisions to Form P-37, General Provisions  

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:  

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 (“Effective Date”).  

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:  

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.  

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:  

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
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Scope of Services  

1. Statement of Work  

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:  

1.1.1. Registered Nurses (RNs);  
1.1.2. Licensed Practical Nurses (LPNs);  
1.1.3. Licensed Nursing Assistants (LNAs);  
1.1.4. Mental Health Workers (MHWs); and  
1.1.5. Psychiatric Social Workers (PSWs).  

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:  

1.2.1. Valid applicable licenses issued in New Hampshire.  
1.2.2. Resumes.  
1.2.3. CPR certification, as required by state law.  
1.2.4. Proof of pre-employment screening which includes, but is not limited to:  

1.2.4.1. COVID-19 and influenza vaccines; unless appropriate exemptions have been identified.  
1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:  

1.2.4.2.1. Hepatitis B.  
1.2.4.2.2. Influenza.  
1.2.4.2.3. MMR.  
1.2.4.2.4. Varicella (chickenpox).  
1.2.4.2.5. Tetanus, diphtheria, pertussis.  
1.2.4.2.6. TB skin test (Quantiferon TB gold).  
1.2.4.2.7. Criminal background check(s) required in Section 1.13.  

1.2.4.3. At least three (3) professional references.  
1.2.4.4. Drug screening as applicable.  

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not
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to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to "Cues to Crisis" training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
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1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

1.7.1. LNAs must be qualified to perform duties that include but are not limited to:
1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:
1.8.1.1. Assisting in admission procedures.
1.8.1.2. Searching for contraband.
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1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
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1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patients, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assignment.
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cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required.
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and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing, professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with...
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an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor's alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies.
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procedures adopted by the Department currently in effect, and as they
may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities,
at the sole discretion of the Department, including, but not limited to:
   1.12.2.1. Site visits.
   1.12.2.2. File reviews.
   1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this
   Agreement, the Contractor must ensure that said individual has undergone:
   1.13.1.1. A criminal background check, at the Contractor's expense, and
            has no convictions for crimes that represent evidence of
            behavior that could endanger individuals served under this
            Agreement;
   1.13.1.2. A name search of the Department's Bureau of Elderly and Adult
            Services (BEAS) State Registry, pursuant to RSA 161-F:49, with
            results indicating no evidence of behavior that could endanger
            individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information
   Security Requirements authorized by the Department's Information
   Security Office to use a Department issued device (e.g. computer,
   tablet, mobile telephone) or access the Department network in the
   fulfillment of this Agreement, must:
   1.14.1.1. Sign and abide by applicable Department and New
            Hampshire Department of Information Technology (NH
            DoIT) use agreements, policies, standards, procedures
            and guidelines, and complete applicable trainings as
            required;
   1.14.1.2. Use the information that they have permission to access
            solely for conducting official Department business and
            agree that all other use or access is strictly forbidden
            including, but not limited to, personal or other private
            and non-Department use, and that at no time shall they
            access or attempt to access information without having
            the express authority of the Department to do so;
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1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department's email system:

1.14.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov."

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms
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3.1. Impacts Resulting from Court Orders or Legislative Changes  
3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.  

3.2. Credits and Copyright Ownership  
3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “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.”  
3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.  
3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:  
3.2.3.1. Brochures.  
3.2.3.2. Resource directories.  
3.2.3.3. Protocols or guidelines.  
3.2.3.4. Posters.  
3.2.3.5. Reports.  
3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.  

4. Records  
4.1. The Contractor must keep records that include, but are not limited to:  
4.1.1. Books, records, documents and other electronic or physical 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.  
4.1.2. All records must 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...
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT C

Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT C

### Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

### Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

### Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

### Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT C

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

**EXHIBIT C**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 p.m. – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 p.m. – 11:00 p.m. shift at...
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Glenciff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glenciff on the eve of the holiday and end with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glenciff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm - 7:15am shift on the eve of the following holidays and end with the 2:45pm - 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm - 11:15pm shift on the eve of the holiday and end with the 10:45pm - 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year’s Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td></td>
<td>Christmas Eve and Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
   Financial Manager
   Department of Health and Human Services
   121 So. Fruit St
   Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to: Glencliff.AP@dhhs.nh.gov or mailed to:
   Financial Manager
   Glencliff Home
   PO Box 76
   Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
       1.2.1. The dangers of drug abuse in the workplace;
       1.2.2. The grantee's policy of maintaining a drug-free workplace;
       1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
       1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
       1.4.1. Abide by the terms of the statement; and
       1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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...
New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted.

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: Healthcare Staffing Professionals, Inc.

6/2/2023
Date

[Signature]
Name: Cornelius Namboleo
Title: Vice President of Staffing
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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 subcontractor), 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.

Vendor Name: Healthcare Staffing Professionals, Inc.

6/2/2023
Date

Mamboleo
Title: vice President of Staffing

EXHIBIT E - CERTIFICATION REGARDING LOBBYING

Page 1 of 1
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.


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

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

11.2. 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;

11.3. 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

11.4. 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.

12. 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

13. 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:

13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

13.2. 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).

14. 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 Name: Healthcare Staffing Professionals, Inc.

6/2/2023
Date

Name: [Signature]
Title: Vice President of Staffing
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public-accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;


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.

Exhibit G
Contractor Initials  CM

6/27/14
Rev. 10/21/14
Page 1 of 2
Date 6/2/2023
New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: Healthcare Staffing Professionals, Inc.

6/2/2023
Date

Name: Cornetius Hamboleo
Title: Vice President of Staffing
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 Name: Healthcare Staffing Professionals, Inc.

6/2/2023
Date

Name: Cornelius Mambolco
Title: vice President of Staffing
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation Information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Healthcare Staffing Professionals, Inc.

6/2/2023
Date

Name: CORNELius Mamboleo
Title: Vice President of Staffing

Contractor Initials: CM
FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: \text{N9PmymC6893}

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   \[ \text{X NO YES} \]
   If the answer to #2 above is NO, stop here.
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   \[ \text{X NO YES} \]
   If the answer to #3 above is YES, stop here.
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS), or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic.
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U.S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from...
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services
Exhibit K

DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire  
Department of Health and Human Services  
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and International SOS Government Medical Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 19, 2023 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
   The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
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</tbody>
</table>

3. Exhibit C, Section 4, to read:
   For the purposes of this Agreement the Department has identified:

   4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:
   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 pm - 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

   5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/28/2023
Date

DocuSigned by:
Ellen Marie Lapointe
Name: Ellen Marie Lapointe
Title: Chief Executive Officer
International SOS Government Medical Services, Inc.

11/27/2023
Date

DocuSigned by:
Martin Rudd, CEO
Name: Martin Rudd, CEO
Title: Director, Contracts
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/8/2023

Date

[Signature]

Name: [Signature]
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ________________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:
I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL SOS GOVERNMENT MEDICAL SERVICES, INC. is a Texas Profit Corporation registered to transact business in New Hampshire on June 12, 2023. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 934441
Certificate Number: 0006250564

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of June A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, Cyndi Baily, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of International SOS Government Medical Services, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 14, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Martin Rudd, Chief Executive Officer (may list more than one person)

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

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

Dated: 27-NOV-2023

[Signature of Elected Officer]
Name: Cyndi Baily
Title: Corporate Secretary and General Counsel

Rev. 03/24/20
# Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 07/07/2023

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:** Marsh USA LLC  
1717 Arch Street  
Philadelphia, PA 19103-2797

**Contact:**  
INSURER(S) AFFORDING COVERAGE  
N/A  
NAIC #

**Insured:**  
International SOS Government Medical Services, Inc.  
1201 Louisiana Street, Suite 500  
Houston, TX 77002

**Producers:**  
Marsh USA LLC  
1717 Arch Street  
Philadelphia, PA 19103-2797

**Contact:**  
NAME:  
PHONE:  
FAX:  
E-MAIL:  
ADDRESS:

**Coverages Certificate Number:** CLE-007041436-01  
**Revision Number:** 5

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<td></td>
<td>CLAIMS-MADE</td>
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</tbody>
</table>

**Certification of Holders**

**Certificate Holder:**  
State of NH  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301-3857

**Cancellation:**  
Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**  
Marsh USA LLC
REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval, through June 30, 2025. 31% General Funds, 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
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<tbody>
<tr>
<td>Aya Healthcare, Inc. (San Diego, CA)</td>
<td>300930</td>
<td>$3,770,000</td>
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<tr>
<td>Focus-Staff Services LP (Dallas, TX)</td>
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<td>$3,770,000</td>
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<tr>
<td>International SOS Government Medical Services, Inc. (Houston, TX)</td>
<td>449642</td>
<td>$3,770,000</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$3,770,000</strong></td>
</tr>
</tbody>
</table>

Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-091-910010-5710-101-500729, Health & Social Services, Department of Health and Human Services, Glenciff Home Professional Care

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<th>State Fiscal Year</th>
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<th>Class Title</th>
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<td>101-500729</td>
<td>Payments to Medical Providers</td>
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<td></td>
<td><strong>Subtotal</strong></td>
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<td><strong>$1,020,000</strong></td>
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</tbody>
</table>
EXPLANATION

The purpose of this request is to secure additional temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Department's intent to bring additional bed capacity in the E/F units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

The Department presented the other 13 contracts resulting from this Request for Applications (RFA) to the Governor and Executive Council at the June 28, 2023 meeting. The Department is presenting the remaining three (3) Contractors who required additional time to obtain the required MOP 150 documentation to complete the contract binders.

Both NHH and Glencliff Home have ramped up recruitment strategies to fill empty state employee positions, but vacancies remain high across the board; RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However, these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glencliff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glencliff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all Temporary staff for appropriate education and experience prior to placement.
The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glencliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals' ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
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<th>Maximum Points Available</th>
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<th>All's Well, Inc. dba All's Well</th>
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<th>AHS Staffing LLC</th>
<th>Aya Healthcare, Inc.</th>
<th>BayInfotech, LLC.</th>
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**TOTAL PROPOSED VENDOR COST**

Not Applicable - No Cost Proposal for RFA

<table>
<thead>
<tr>
<th>Reviewer Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anne Durant</td>
<td>NHH, Nursing Coordinator</td>
</tr>
<tr>
<td>2. Kevin Lincoln</td>
<td>Director of Finance of Glencliff Home</td>
</tr>
<tr>
<td>3. Bret Mason</td>
<td>NHH, Chief Financial Officer</td>
</tr>
<tr>
<td>4. Donna Ferland</td>
<td>NHH, Finance Director</td>
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<tr>
<td>5. Carol Delisle</td>
<td>NHH, Assistant Chief Nursing Officer</td>
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<td>CareerStaff Unlimited, LLC</td>
<td>Cell Staff, LLC</td>
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<td>Compu-Vision Consulting, Inc.</td>
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*Not Applicable - No Cost Proposal for RFA*
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Not Applicable - No Cost Proposal for RFA
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<tr>
<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solutions L.L.C.</th>
<th>Resource Logistics, Inc.</th>
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<th>SHC Services, Inc.</th>
<th>Sunbelt Staffing, LLC</th>
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<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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Not Applicable - No Cost Proposal for RFA
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

### GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>New Hampshire Department of Health and Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2 State Agency Address</td>
<td>129 Pleasant Street, Concord, NH 03301-3857</td>
</tr>
<tr>
<td>1.3 Contractor Name</td>
<td>International SOS Government Medical Services, Inc.</td>
</tr>
<tr>
<td>1.4 Contractor Address</td>
<td>1201 Louisiana Street, Suite 500, Houston, TX 77002</td>
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<tr>
<td>1.5 Contractor Phone Number</td>
<td>(215) 730-3636</td>
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<td>1.6 Account Number</td>
<td>05-095-094-940010-8750-102-500731, 05-095-091-910010-5710-101-500729</td>
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<td>1.7 Completion Date</td>
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<tr>
<td>1.8 Price Limitation</td>
<td>$3,770,000</td>
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<tr>
<td>1.9 Contracting Officer for State Agency</td>
<td>Robert W. Moore, Director</td>
</tr>
<tr>
<td>1.10 State Agency Telephone Number</td>
<td>(603) 271-9631</td>
</tr>
<tr>
<td>1.11 Contractor Signature</td>
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</table>

**Contractor Signature:** [Signature]

**Date:** 6/21/2023

**Name and Title of Contractor Signatory:**

**Martin Rudd, CEO**

| 1.12 Name and Title of Contractor Signatory | Martin Rudd, CEO |
| 1.13 State Agency Signature | 

**State Agency Signature:** [Signature]

**Date:** 6/22/2023

**Name and Title of State Agency Signatory:**

**Ellen Marie Lapointe, Chief Executive Officer**

| 1.14 Name and Title of State Agency Signatory | Ellen Marie Lapointe, Chief Executive Officer |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) | 

**By:** [Signature]

**Date:** 6/21/2023

**Director, On:**

| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) | 

| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) | 

**By:** [Signature]

**Date:** 6/26/2023

**On:**

| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) | 

| 1.17 Approval by the Governor and Executive Council (if applicable) | 

| 1.18 Approval by the Governor and Executive Council (if applicable) | 

**G&C Item number:**

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 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 applicable statues, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, national origin, or any other characteristic protected by law.

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 [Signature]
Date 6/23/2023
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):  
8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.  
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:  
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of  
a greater or lesser specification of time, thirty (30) days from the  
date of the notice; and if the Event of Default is not timely cured,  
terminate this Agreement, effective two (2) days after giving the  
Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this  
Agreement and ordering that the portion of the contract price  
which would otherwise accrue to the Contractor during the  
period from the date of such notice until such time as the State  
determines that the Contractor has cured the Event of Default  
shall never be paid to the Contractor;  
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may  
oowe to the Contractor any damages the State suffers by reason of  
yany Event of Default; and/or  
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the  
Agreement and pursue any of its remedies at law or in equity, or  
both.  
8.3. 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole  
discretion, terminate the Agreement for any reason, in whole or  
in part, by thirty (30) days written notice to the Contractor that  
the State is exercising its option to terminate the Agreement.  
9.2 In the event of an early termination of this Agreement for  
any reason other than the completion of the Services, the  
Contractor shall, at the State's discretion, deliver to the  
Contracting Officer, not later than fifteen (15) days after the date  
of termination, a report ("Termination Report") describing in  
detail all Services performed, and the contract price earned, to  
and including the date of termination. The form, subject matter,  
content, and number of copies of the Termination Report shall  
be identical to those of any Final Report described in the attached  
EXHIBIT B. In addition, at the State's discretion, the Contractor  
shall, within 15 days of notice of early termination, develop and  
submit to the State a Transition Plan for services under the  
Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all  
information and things developed or obtained during the  
performance of, or acquired or developed by reason of, this  
Agreement, including, but not limited to, all studies, reports,  
files, formulae, surveys, maps, charts, sound recordings, video  
recordings, pictorial reproductions, drawings, analyses, graphic  
representations, computer programs, computer printouts, notes,  
letters, memoranda, papers, and documents, all whether  
finished or unfinished.  
10.2 All data and any property which has been received from  
the State or purchased with funds provided for that purpose  
under this Agreement, shall be the property of the State, and  
shall be returned to the State upon demand or upon termination  
of this Agreement for any reason.  
10.3 Confidentiality of data shall be governed by N.H. RSA  
chapter 91-A or other existing law. Disclosure of data requires  
prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any  
interest in this Agreement without the prior written notice, which  
shall be provided to the State at least fifteen (15) days prior to  
the assignment, and a written consent of the State. For purposes  
of this paragraph, a Change of Control shall constitute  
assignment. "Change of Control" means (a) merger,  
corporation, or a transaction or series of related transactions in  
which a third party, together with its affiliates, becomes the  
direct or indirect owner of fifty percent (50%) or more of the  
voting shares or similar equity interests, or combined voting  
power of the Contractor, or (b) the sale of all substantially all  
of the assets of the Contractor.  
12.2 None of the Services shall be subcontracted by the  
Contractor without prior written notice and consent of the State.  
The State is entitled to copies of all subcontracts and assignment  
agreements and shall not be bound by any provisions contained  
in a subcontract or an assignment agreement to which it is not a  
party.

13. INDEMNIFICATION. Unless otherwise exempted by law,  
the Contractor shall indemnify and hold harmless the State, its  
oficers and employees, from and against any and all claims,  
liabilities and costs for any personal injury or property damages,  
patent or copyright infringement, or other claims asserted against  
the State, its officers or employees, which arise out of (or which  
may be claimed to arise out of) the acts or omissions of the  

Contractor, or subcontractors, including but not limited to the
negligence, reckless or intentional conduct. The State shall not
be liable for any costs incurred by the Contractor arising under
this paragraph 13. Notwithstanding the foregoing, nothing herein
contained shall be deemed to constitute a waiver of the sovereign
immunity of the State, which immunity is hereby reserved to the
State. This covenant in paragraph 13 shall survive the
termination of this Agreement.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer
identified in block 1.9, or his or her successor, a certificate(s) of
insurance for all insurance required under this Agreement.
Contractor shall also furnish to the Contracting Officer identified
in block 1.9, or his or her successor, certificate(s) of insurance
for all renewal(s) of insurance required under this Agreement no
later than ten (10) days prior to the expiration date of each
insurance policy. The certificate(s) of insurance and any
renewals thereof shall be attached and are incorporated herein by
reference.

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

15.2 To the extent the Contractor is subject to the requirements
of N.H. RSA chapter 281-A, Contractor shall maintain, and
require any subcontractor or assignee to secure and maintain,
payment of Workers’ Compensation in connection with activities
which the person proposes to undertake pursuant to this
Agreement. The Contractor shall furnish the Contracting Officer
identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived
or discharged only by an instrument in writing signed by the
parties hereto and only after approval of such amendment,
waiver or discharge by the Governor and Executive Council of
the State of New Hampshire unless no such approval is required
under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall
be governed, interpreted and 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.
Any actions arising out of this Agreement shall be brought and
maintained in New Hampshire Superior Court which shall have
exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict
between the terms of this P-37 form (as modified in EXHIBIT
A) and/or attachments and amendment thereof, the terms of the
P-37 (as modified in EXHIBIT A) shall control.

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 or modifying
provisions set forth in the attached EXHIBIT A 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
deeded an original, constitutes the entire agreement and
understanding between the parties, and supersedes all prior
agreements and understandings with respect to the subject matter
hereof.

Contractor Initials
Date 6/21/2023
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor and Executive Council approval ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

RFA-2024-NHH-01-TEMPO-10
International SOS Government Medical Services, Inc.

Contractor Initials: [Initials]
Date: 6/21/2023
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

1.1.1. Registered Nurses (RNs);
1.1.2. Licensed Practical Nurses (LPNs);
1.1.3. Licensed Nursing Assistants (LNAs);
1.1.4. Mental Health Workers (MHWs); and
1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

1.2.1. Valid applicable licenses issued in New Hampshire.
1.2.2. Resumes.
1.2.3. CPR certification, as required by state law.
1.2.4. Proof of pre-employment screening which includes, but is not limited to:
   1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
   1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:
      1.2.4.2.1. Hepatitis B.
      1.2.4.2.2. Influenza.
      1.2.4.2.3. MMR.
      1.2.4.2.4. Varicella (chickenpox).
      1.2.4.2.5. Tetanus, diphtheria, pertussis.
      1.2.4.2.6. TB skin test (Quantiferon TB gold).
      1.2.4.2.7. Criminal background check(s) required in Section 1.13.
   1.2.4.3. At least three (3) professional references.
   1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited
New Hampshire Department of Health and Human Services
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**EXHIBIT B**

to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. **RN and LPN Position Requirements**

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
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1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

1.7.1. LNAs must be qualified to perform duties that include but are not limited to:
1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
1.7.1.2. As directed by an RN, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:
1.8.1.1. Assisting in admission procedures.
1.8.1.2. Searching for contraband.
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1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
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1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. **PSW Position Requirements**

1.9.1. PSWs must possess at least a Master’s Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned...
cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A; while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with
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EXHIBIT B

an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor's alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures.
procedure adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:

   1.12.2.1. Site visits.
   1.12.2.2. File reviews.
   1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

   1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
   1.13.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

   1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
   1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so.
EXHIBIT B

1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department’s Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department’s email system:

1.14.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”
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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User’s will only access the Department’s intranet to view the Department’s Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms

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Contractor Initials: AR

Date: 6/21/2023
New Hampshire Department of Health and Human Services
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EXHIBIT B

3.1. Impacts Resulting from Court Orders or Legislative Changes
3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership
3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
   3.2.3.1. Brochures.
   3.2.3.2. Resource directories.
   3.2.3.3. Protocols or guidelines.
   3.2.3.4. Posters.
   3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records
4.1. The Contractor must keep records that include, but are not limited to:
   4.1.1. Books, records, documents and other electronic or physical 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.

   4.1.2. All records must 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
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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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
### New Hampshire Department of Health and Human Services
Temporary Staff Services

**EXHIBIT C**

**Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

**Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

**Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

**Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff**

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Contractor Initials

International SOS Government Medical Services, Inc.

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Date: 6/21/2023
## EXHIBIT C

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

### Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

### Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

### Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

### Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>

Contractor Initials: [Initials]

Page 3 of 7

International SOS Government Medical Services, Inc.

RFA-2024-NHH-01-TEMPO-10

Date: 6/21/2023
Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 p.m. - 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 p.m. - 11:00 p.m. shift at Glencliff.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm - 7:15am shift on the eve of the following holidays and end with the 2:45pm - 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm -11:15pm shift on the eve of the holiday and end with the 10:45pm -17:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year's Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Independence Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
121 So. Fruit St
Concord, NH 03301

7.6.2 Glencliff invoices may be emailed to:
Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager
Glencliff Home
PO Box 76
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: International SOS Government Medical Services

Date: 6/21/2023

Name: Martin Rudd
Title: CEO
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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 subcontractor), 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.

Vendor Name: International SOS Government Medical Services

Date: 6/21/2023

Name: Martin Rudd
Title: CEO
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.


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
New Hampshire Department of Health and Human Services
Exhibit F

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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   11.2. 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;
   11.3. 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 (l)(b) of this certification; and
   11.4. 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.

12. 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
13. 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:
   13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
   13.2. 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).

14. 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 Name: International SOS Government Medical Services

Date: 6/21/2023

Name: Martin Rudd
Title: CEO

Exhibit F - Certification Regarding Debarment, Suspension and Other Responsibility Matters

Contractor Initials: MR

Page 2 of 2
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

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.
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: International SOS Government Medical Svces

6/21/2023

Date

Name: Martin Rudd

Title: CEO
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 Name: International SOS Government Medical Svces

6/21/2023
Date

Name: Martina Rudd
Title: CEO
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: International SOS Government Medical Services

6/23/2023
Date

[Signature]

[Name]

[Title]
As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: EEANN2A35SQ4

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   - [ ] NO  [X] YES

   If the answer to #2 above is NO, stop here.
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   - [X] NO  [ ] YES

   If the answer to #3 above is YES, stop here.
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ___________________________ Amount: ___________________________
   Name: ___________________________ Amount: ___________________________
   Name: ___________________________ Amount: ___________________________
   Name: ___________________________ Amount: ___________________________
   Name: ___________________________ Amount: ___________________________
A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning as "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received on from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist; unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for the State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §55b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

   b. safeguard this information at all times.

   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PPI are encrypted and password-protected.

   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300-306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
New Hampshire Department of Health and Human Services
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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire  
Department of Health and Human Services  
Amendment #1  

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Maxim Healthcare Staffing Services, Inc. ("the Contractor").  

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and  

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and  

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
   Shared Price Limitation of $11,500,000.  

2. Exhibit C, Section 2 to read:  
   The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:  
   
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3. Exhibit C, Section 4, to read:  
   For the purposes of this Agreement the Department has identified:  
   4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.  

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:  
   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glenciff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenciff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenciff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenciff on the day of the holiday.  

   5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/7/2023

Ellen Marie Lapointe
Name: Ellen Marie Lapointe
Title: Chief Executive Officer
Maxim Healthcare Staffing Services, Inc.

12/7/2023

Shreepradha Achar
Name: Shreepradha Achar
Title: shaachar@maxstaffing.com
Maxim Healthcare Staffing Services, Inc.
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/19/2023

Date

Signed by: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ______________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name: 

Title: 

Maxim Healthcare Staffing Services, Inc.
A-S-1.3
RFA-2024-NHH-01-TEMPO-11-A01
Page 4 of 4
eff. 7.12.23
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 813579
Certificate Number: 0006229643

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

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

Carrie V. O'Brien

1. ________________________________, hereby certify that:
   (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

   1. I am a duly elected Clerk/Secretary/Officer of ________________________________.
      (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and
   held on ________________________________, 2023, at which a quorum of the Directors/shareholders were present and voting.
   (Date)

   VOTED: That ________________________________, Assistant Controller
   (Name and Title of Contract Signatory)

   is duly authorized on behalf of ________________________________ to enter into contracts or agreements with the State
   (Name of Corporation/ LLC)

   of New Hampshire and any of its agencies or departments and further is authorized to execute any and all
   documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which
   may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

   Dated: ________________________________

   Signature of Elected Officer

   Name: ________________________________

   Title: ________________________________

Rev. 03/24/20
CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

INSURER(S) AFFORDING COVERAGE

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<td>11/30/2023</td>
<td>11/30/2024</td>
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<tr>
<td></td>
<td>B0600HC22000107</td>
<td>11/30/2023</td>
<td>11/30/2024</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Per Claim/Agg $5,000,000 SIR</td>
</tr>
</tbody>
</table>

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

Certificate is issued as evidence of insurance per policy terms, conditions and exclusions.

CERTIFICATE HOLDER
State of NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and
Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed
a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at
New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional
years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 31%
General Funds, 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc.</td>
<td>216506-B001</td>
<td>$3,770,000</td>
</tr>
<tr>
<td>(Concord, NH)</td>
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<td></td>
</tr>
<tr>
<td>AHS Staffing LLC</td>
<td>638521</td>
<td></td>
</tr>
<tr>
<td>(Traverse City, MI)</td>
<td></td>
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</tr>
<tr>
<td>Career Staff Unlimited, LLC</td>
<td>449994</td>
<td></td>
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<tr>
<td>(Irving, TX)</td>
<td></td>
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<tr>
<td>CMG CIT Acquisition, LLC</td>
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<tr>
<td>(Manchester, NH)</td>
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<tr>
<td>Compunelle Software Group, Inc.</td>
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<tr>
<td>(Plainsboro, NJ)</td>
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<tr>
<td>Cross Country Staffing, Inc.</td>
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<tr>
<td>(Boca Raton, FL)</td>
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<tr>
<td>Healthcare Staffing Professionals, Inc.</td>
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<td></td>
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<tr>
<td>(Reseda, CA)</td>
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<tr>
<td>Maxim Healthcare Staffing Services, Inc.</td>
<td>438253</td>
<td></td>
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<tr>
<td>(Columbia, MD)</td>
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<tr>
<td>ShareSTAFF LLC</td>
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<td>SHC Services, Inc.</td>
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<tr>
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</table>
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

<table>
<thead>
<tr>
<th>Sunbelt Staffing, LLC</th>
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<tbody>
<tr>
<td>(Oldsmar, FL)</td>
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<td>Tryfacta, Inc.</td>
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<td>(Derry, NH)</td>
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<td>224259</td>
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<td>(Tonawanda, NY)</td>
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</table>

Total $3,770,000

Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**EXPLANATION**

The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Department's intent to bring additional bed capacity on E/F
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glencliff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glencliff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glencliff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department’s website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glencliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals’ ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
## Project ID #
RFA-2024-NHH-01-TEMPO

## Project Title
Temporary Staff Services

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Technical Ability (Q1)</th>
<th>Experience (Q2)</th>
<th>Capacity (Q3)</th>
<th>Project Management (Q4)</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc.</td>
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<td>Aya Healthcare, Inc*</td>
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<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Proposed Vendor Cost</th>
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<tbody>
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<td>22nd Century Technologies, Inc.</td>
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<tr>
<td>All's Well, Inc. dba All's Well</td>
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<tr>
<td>Adelphi Medical Staffing, LLC</td>
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<td>Aya Healthcare, Inc*</td>
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</tr>
<tr>
<td>Baytnfotech, LLC.</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

---

### Reviewer Name and Title

1. **Anne Durant**
   - NHH, Nursing Coordinator
2. **Kevin Lincoln**
   - Director of Finance of Glenciff Home
3. **Bret Mason**
   - NHH, Chief Financial Officer
4. **Donna Ferland**
   - NHH, Finance Director
5. **Carol Deisle**
   - NHH, Assistant Chief Nursing Officer

---

*The Department anticipates presenting a contract for this vendor at a future G&C date.*
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<tbody>
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<td>126</td>
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<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC</td>
<td>Cross Country Staffing, Inc.</td>
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</table>

Not Applicable - No Cost Proposal for RFA

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
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*Not Applicable - No Cost Proposal for RFA*

*The Department anticipates presenting a contract for this vendor at a future G&C date.*
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<td>111</td>
<td>121</td>
<td>115</td>
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<tr>
<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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</table>

Not Applicable - No Cost Proposal for RFA
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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

**GENERAL PROVISIONS**

<table>
<thead>
<tr>
<th>Identification</th>
<th>1.1 State Agency Name</th>
<th>New Hampshire Department of Health and Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1.2 State Agency Address</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
<tr>
<td></td>
<td>1.3 Contractor Name</td>
<td>Maxim Healthcare Staffing Services, Inc.</td>
</tr>
<tr>
<td></td>
<td>1.4 Contractor Address</td>
<td>7227 Lee Deforest Drive Columbia, Maryland 21046</td>
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<tr>
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<td>1.5 Contractor Phone Number</td>
<td>410-910-1500</td>
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<tr>
<td></td>
<td>1.6 Account Number</td>
<td>05-095-094-940010-8750-102-500731 05-095-091-910010-5710-101-500729</td>
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<tr>
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<td>1.7 Completion Date</td>
<td>6/30/2025</td>
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<tr>
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<td>1.8 Price Limitation</td>
<td>$3,770,000</td>
</tr>
<tr>
<td></td>
<td>1.9 Contracting Officer for State Agency</td>
<td>Robert W. Moore, Director</td>
</tr>
<tr>
<td></td>
<td>1.10 State Agency Telephone Number</td>
<td>(603) 271-9631</td>
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<tr>
<td></td>
<td>1.11 Contractor Signature</td>
<td>Shreepada Aachar, Assistant Controller</td>
</tr>
<tr>
<td></td>
<td>1.12 Name and Title of Contractor Signatory</td>
<td>Shreepada Aachar, Assistant Controller</td>
</tr>
<tr>
<td></td>
<td>1.13 State Agency Signature</td>
<td>Ellen Marie Lapointe, Chief Executive Officer</td>
</tr>
<tr>
<td></td>
<td>1.14 Name and Title of State Agency Signatory</td>
<td>Ellen Marie Lapointe, Chief Executive Officer</td>
</tr>
<tr>
<td></td>
<td>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</td>
<td>By: Director, On:</td>
</tr>
<tr>
<td></td>
<td>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</td>
<td>By: John Gianfor, On: 6/9/2023</td>
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<tr>
<td></td>
<td>1.17 Approval by the Governor and Executive Council (if applicable)</td>
<td>G&amp;C Item number: G&amp;C Meeting Date:</td>
</tr>
</tbody>
</table>

Contractor Initials: [Signature]  Date: 6/8/2023
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
   3.1 Notwithstanding any provision of this Agreement to the contrary, subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
   3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
   5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
   5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
   6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
   6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with 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.
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):  
8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.  
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:  
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;  
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.  
8.3. 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracts by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all renewals of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS’ COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and enures to the benefit of the parties and their respective successors and assigns. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this Agreement and any other agreement or understanding concerning the subject matter hereof, the terms of the Agreement shall control.

20. THIRD PARTIES. The parties hereto do not intend 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 or modifying provisions set forth in the attached EXHIBIT A 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 shall 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 with respect to the subject matter hereof.
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Temporary Staff Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 (“Effective Date”).

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
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Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

1.1.1. Registered Nurses (RNs);
1.1.2. Licensed Practical Nurses (LPNs);
1.1.3. Licensed Nursing Assistants (LNAs);
1.1.4. Mental Health Workers (MHWs); and
1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

1.2.1. Valid applicable licenses issued in New Hampshire.
1.2.2. Resumes.
1.2.3. CPR certification, as required by state law.
1.2.4. Proof of pre-employment screening which includes, but is not limited to:
   1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
   1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:
      1.2.4.2.1. Hepatitis B.
      1.2.4.2.2. Influenza.
      1.2.4.2.3. MMR.
      1.2.4.2.4. Varicella (chickenpox).
      1.2.4.2.5. Tetanus, diphtheria, pertussis.
      1.2.4.2.6. TB skin test (Quantiferon TB gold).
      1.2.4.2.7. Criminal background check(s) required in Section 1.13.
   1.2.4.3. At least three (3) professional references.
   1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited
to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to "Cues to Crisis" training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
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1.6.1.9. Providing venipuncture services.

1.6.1.10. Management of the milieu.

1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.

1.6.1.12. Communicating both verbally and in writing to report related findings.

1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

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

1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.

1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.

1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.

1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.

1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:

1.8.1.1. Assisting in admission procedures.

1.8.1.2. Searching for contraband.
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1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients’ dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
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1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned
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cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
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and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months. with
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an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor's alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and
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procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department; including, but not limited to:

1.12.2.1. Site visits.
1.12.2.2. File reviews.
1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
1.13.1.2. A name search of the Department’s Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department’s Information Security Office or designee;

1.14.1.6. Not install non-standard software “on any Department equipment unless authorized by the Department’s Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”

1.14.1.8. Agree that use of email must follow Department and NHDoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department’s email system:

1.14.1.9.1. To only use a Department email address assigned to them with a “@affiliate.DHHS.NH.Gov”;

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”
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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User’s will only access the Department’s intranet to view the Department’s Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department’s Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms

RFA-2024-NHH-01-TEMPO-11
Maxim Healthcare Staffing Services, Inc.
3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "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."

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
   3.2.3.1. Brochures.
   3.2.3.2. Resource directories.
   3.2.3.3. Protocols or guidelines.
   3.2.3.4. Posters.
   3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must 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
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT B

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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

Maxim Healthcare Staffing Services, Inc
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT C

<p>| Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff |</p>
<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

<p>| Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff |</p>
<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

<p>| Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH |</p>
<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

<p>| Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff |</p>
<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## New Hampshire Department of Health and Human Services
Temporary Staff Services

### EXHIBIT C

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

**Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

**Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

**Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

**Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

<table>
<thead>
<tr>
<th></th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor’s administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1½) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 p.m. - 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 p.m. - 11:00 p.m. shift at Glencliff on the following holidays:

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Easter
- Labor Day
- Memorial Day
- Independence Day
- Thanksgiving
- Christmas
- Veteran’s Day
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Glenciff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenciff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenciff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year’s Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Independence Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
New Hampshire Department of Health and Human Services  
Temporary Staff Services  
EXHIBIT C

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager  
Department of Health and Human Services  
121 So. Fruit St  
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to: Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager  
Glencliff Home  
PO Box 76  
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

RFA-2024-NHH-01-TEMPO-11  
C-2.0  
Contractor Initiates  
6/8/2023  
Maxim Healthcare Staffing Services, Inc  Page 6 of 7  
Date
EXHIBIT C

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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 subcontractors), 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: Maxim Healthcare Staffing Services, Inc.

6/8/2023

Date

Name: Shreeprada Aachar
Title: Assistant Controller

Vendor Initials

6/8/2023

Date
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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-1.)

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.

Vendor Name: Maxim Healthcare Staffing Services, Inc.

6/8/2023

Date

Name: Shreepada Aachar
Title: Assistant Controller

Exhibit E - Certification Regarding Lobbying

Vendor Initials

6/8/2023
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
New Hampshire Department of Health and Human Services
Exhibit F

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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   11.2. 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;
   11.3. 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 (i)(b) of this certification; and
   11.4. 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.

12. 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
13. 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:
   13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
   13.2. 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).

14. 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 Name: Maxim Healthcare Staffing Services, Inc.

6/8/2023
Date

Shreepada Aachar
Name: Shreepada Aachar
Title: Assistant Controller

Contractor Initials 6/8/2023
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any grantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

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.
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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:

I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Maxim Healthcare Staffing Services, Inc.

6/8/2023

Date

Name: Shreeprada Achar
Title: Assistant Controller
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 Name: Maxim Healthcare Staffing Services, Inc.

6/8/2023
Date

Name: Shreeprada Aachar
Title: Assistant Controller

Contractor Initials: [Signature]
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Maxim Healthcare Staffing Services, Inc.

Date: 6/8/2023

Name: Shreeprada Achar
Title: Assistant Controller
New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: JCGFHM1JIIX9

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   X NO  YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   NO  YES

   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:
   Name: ___________________  Amount: ___________________
   Name: ___________________  Amount: ___________________
   Name: ___________________  Amount: ___________________
   Name: ___________________  Amount: ___________________
   Name: ___________________  Amount: ___________________

   Contractor Initials: [S]
   Date: 6/8/2023
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor’s employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner’s knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative thereof disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the website must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination, and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation; transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

VS. Last update 10/09/18

Contractor Initials ___________

6/8/2023

Date ___________
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State’s Privacy Officer and the State’s Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services
Exhibit K

DHHS Information Security Requirements

- limit disclosure of the Confidential Information to the extent permitted by law.
- Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State’s Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor initials

6/8/2023
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

5. Determine whether Breach notification is required, and, if so, identify appropriate
Breach notification methods, timing, source; and contents from among different
options, and bear costs associated with the Breach notice as well as any mitigation
measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as
applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire  
Department of Health and Human Services  
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and ShareSTAFF LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
   The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
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</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

3. Exhibit C, Section 4, to read:

   4. For the purposes of this Agreement the Department has identified:

      4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:

   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glenciff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenciff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenciff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenciff on the day of the holiday.

   5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm - 7:15am shift on the eve of the following holidays and end with the 2:45pm - 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm - 11:15pm shift on the eve of the holiday and end with the 10:45pm - 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/28/2023
Date

Ellen Marie Lapointe
Name: Ellen Marie Lapointe
Title: chief Executive Officer

ShareSTAFF LLC

11/15/2023
Date

Devon Dean
Name: Devon Dean
Title: vice President
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/30/2023

[Signature]

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

[Signature]

Name: 
Title: 

ShareSTAFF LLC
RFA-2024-NHH-01-TEMPO-12-A01
eff. 7.12.23

Page 4 of 4
I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SHARESTAFF LLC is a California Limited Liability Company registered to transact business in New Hampshire on May 15, 2023. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 931969
Certificate Number: 0006235901

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 23rd day of May A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, ____________________________, Claudia Reynoso, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of ____________________________
   ShareSTAFF, LLC
   (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and
duly held on ____________________________
   November 20 23, at which a quorum of the Directors/shareholders were present and voting.
   (Date)

   VOTED: That ____________________________
   Devon Dean, Founder/President
   (Name and Title of Contract Signatory)
   (may list more than one person)

   is duly authorized on behalf of ____________________________
   ShareSTAFF, LLC
   (Name of Corporation/ LLC)

   of New Hampshire and any of its agencies or departments and further is authorized to execute any and all
documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which
may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

   ____________________________
   Signature of Elected Officer
   Name: Claudia Reynoso
   Title: Chief Operating Officer

Dated: 11/10/2023
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Newfront Insurance Services, LLC
450 Sansome Street
Suite 300
San Francisco CA 94111

INSURED
ShareSTAFF, LLC
445 W. Weber Ave. Ste. 222
Stockton CA 95203

INSURER(S) AFFORDING COVERAGE
INSURER A: Coverys Specialty Insurance Company

COVERAGES

<table>
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<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURED W/O</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>DESCRIPTION OF OPERATIONS below</td>
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</tr>
</tbody>
</table>

CERTIFICATE HOLDER
State of New Hampshire
Department of Health and Human Services
129 Pleasant St
Concord NH 03301

CERTIFICATE OF LIABILITY INSURANCE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
USI Insurance Services, LLC
2502 N Rocky Point Drive
Tampa, FL 33607

CONTACT
NAME: USI Insurance Services, LLC
PHONE: 844-290-4908
FAX: [ACN: Not provided]
EMAIL: BBScerts@locktonaffinity.com

INSURED
Barrett Business Services, Inc.
8100 NE Parkway Drive, Ste. 200
Vancouver, WA 98662
* SEE BELOW

COVERAGES

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

INSR LTR
ACCOUNT
TYPE OF INSURANCE
ADDITIONAL SUB/EXCLUSIONS
POLICY NUMBER
POLICY EFF (MM/DD/YYYY)
POLICY EXP (MM/DD/YYYY)
LIMITS
COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE
OCCUR
GENL AGG LIMIT APPLIES PER:
POLICY
PROJECT
LOC
OTHER:
AUTOMOBILE LIABILITY
ANY AUTO
OWNED
SCHEDULED
AUTOS
Hired
AUTOS
N/A
NON-OWNED
AUTOS
OCCUR
EXCESS LIMIT
DED RETENTION
DED RETENTION

WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?
(Y/N)
N/A
C55523805
7/1/2023
7/1/2024
X
E.L. EACH ACCIDENT
2,000,000
E.L. DISEASE - EA EMPLOYEE
2,000,000
E.L. DISEASE - POLICY LIMIT
2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy State: NH
* SHARESTAFF, LLC 912958 is included as a named insured through endorsement.

CERTIFICATE HOLDER
State Of New Hampshire- Department Of Health And Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

AUTHORIZED REPRESENTATIVE
Lisa Aebnerhazy

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June 15, 2023

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025, 31% General Funds, 69% Other Funds (Agency Income, Agency Fees & Inter-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22rd Century Technologies, Inc. (Concord, NH)</td>
<td>216506-B001</td>
<td>$3,770,000</td>
</tr>
<tr>
<td>AHS Staffing LLC (Traverse City, MI)</td>
<td>638521</td>
<td></td>
</tr>
<tr>
<td>Career Staff Unlimited, LLC (Irving, TX)</td>
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<td>CMG CIT Acquisition, LLC (Manchester, NH)</td>
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<td>Compunnel Software Group, Inc. (Plainsboro, NJ)</td>
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<td>Cross Country Staffing, Inc. (Boca Raton, FL)</td>
<td>262451</td>
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<tr>
<td>Healthcare Staffing Professionals, Inc. (Reseda, CA)</td>
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<tr>
<td>Maxim Healthcare Staffing Services, Inc. (Columbia, MD)</td>
<td>438253</td>
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<tr>
<td>ShareSTAFF LLC (Stockton, CA)</td>
<td>525551</td>
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<tr>
<td>SHC Services, Inc. (Dallas, TX)</td>
<td>209387</td>
<td></td>
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</tbody>
</table>
The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glenciff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Department's intent to bring additional bed capacity on E/F.
units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glencliff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glencliff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glencliff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glencliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals' ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
<table>
<thead>
<tr>
<th>Technical</th>
<th>Maximum Points Available</th>
<th>22nd Century Technologies, Inc.</th>
<th>All's Well, Inc. dba All's Well</th>
<th>Adelphi Medical Staffing, LLC</th>
<th>AHS Staffing LLC</th>
<th>Aya Healthcare, Inc*</th>
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<td><strong>TOTAL POINTS</strong></td>
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<td><strong>75</strong></td>
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<td><strong>118</strong></td>
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**TOTAL PROPOSED VENDOR COST**

Not Applicable - No Cost Proposal for RFA

**Reviewer Name**

1. Anne Durant
   Title: NHH, Nursing Coordinator
2. Kevin Lincoln
   Title: Director of Finance of Glenciff Home
3. Bret Mason
   Title: NHH, Chief Financial Officer
4. Donna Ferland
   Title: NHH, Finance Director
5. Carol Delisle
   Title: NHH, Assistant-Chief Nursing Officer

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC Inc.</td>
<td>Cross Country Staffing, Inc.</td>
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*Not Applicable - No Cost Proposal for RFA*

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
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* Not Applicable - No Cost Proposal for RFA

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<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. d/b/a StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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*Not Applicable - No Cost Proposal for RFA*
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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

<table>
<thead>
<tr>
<th><strong>GENERAL PROVISIONS</strong></th>
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<tbody>
<tr>
<td><strong>1. IDENTIFICATION.</strong></td>
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<tr>
<td>1.1 State Agency Name</td>
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<td>1.2 State Agency Address</td>
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<td>1.3 Contractor Name</td>
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<td>1.4 Contractor Address</td>
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<td>1.7 Completion Date</td>
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<td>1.8 Price Limitation</td>
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<td>1.9 Contracting Officer for State Agency</td>
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<td>1.10 State Agency Telephone Number</td>
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<td>1.11 Contractor Signature</td>
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<td>1.12 Name and Title of Contractor Signatory</td>
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<td>1.13 State Agency Signature</td>
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<td>1.14 Name and Title of State Agency Signatory</td>
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<tr>
<td>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</td>
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<tr>
<td>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</td>
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<tr>
<td>1.17 Approval by the Governor and Executive Council (if applicable)</td>
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</table>
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay for 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 unforeseen 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 CONTRACT WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, national origin and shall take affirmative action to prevent such discrimination.
6.3 The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with 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.
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3 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.
9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.
10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.
13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damage, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:
   1.1.1. Registered Nurses (RNs);
   1.1.2. Licensed Practical Nurses (LPNs);
   1.1.3. Licensed Nursing Assistants (LNAs);
   1.1.4. Mental Health Workers (MHWs); and
   1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:
   1.2.1. Valid applicable licenses issued in New Hampshire.
   1.2.2. Resumes.
   1.2.3. CPR certification, as required by state law.
   1.2.4. Proof of pre-employment screening which includes, but is not limited to:
      1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
      1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:
         1.2.4.2.1. Hepatitis B.
         1.2.4.2.2. Influenza.
         1.2.4.2.3. MMR.
         1.2.4.2.4. Varicella (chickenpox).
         1.2.4.2.5. Tetanus, diphtheria, pertussis.
         1.2.4.2.6. TB skin test (Quantiferon TB gold).
         1.2.4.2.7. Criminal background check(s) required in Section 1.13.
   1.2.4.3. At least three (3) professional references.
   1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

1.7.1. LNAs must be qualified to perform duties that include but are not limited to:
1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:
1.8.1.1. Assisting in admission procedures.
1.8.1.2. Searching for contraband.
1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients’ dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties, as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned.
cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
New Hampshire Department of Health and Human Services
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and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff, regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with
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an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member’s end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor’s alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department’s request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and
New Hampshire Department of Health and Human Services  
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EXHIBIT B

procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:

1.12.2.1. Site visits.
1.12.2.2. File reviews.
1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
1.13.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden, including, but not limited to, personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
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1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department’s Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department’s Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department's email system:

   1.14.1.9.1. To only use a Department email address assigned to them with a “@affiliate.DHHS.NH.Gov”.

   1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

   1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

   CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”
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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User's will only access the Department's intranet to view the Department’s Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms

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ShareSTAFF LLC

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Date 6/5/2023
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3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
   3.2.3.1. Brochures.
   3.2.3.2. Resource directories.
   3.2.3.3. Protocols or guidelines.
   3.2.3.4. Posters.
   3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must 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...
EXHIBIT B

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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
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Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
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Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff
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Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
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<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 pm - 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at...
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Glencliff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year's Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Independence Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:
   6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.
   6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   7.1. Includes the Contractor’s Vendor Number issued upon registering with New Hampshire Department of Administrative,Services.
   7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   7.3. Identifies and requests payment for allowable costs incurred in the previous month.
   7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
121 So. Fruit St
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to:
Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager
Glencliff Home
PO Box 76
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.acl@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

11.1.3. Condition C: The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
       1.2.1. The dangers of drug abuse in the workplace;
       1.2.2. The grantee's policy of maintaining a drug-free workplace;
       1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
       1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
       1.4.1. Abide by the terms of the statement; and
       1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: ShareSTAFF, LLC

Date 6/5/2023

[Signature]

Name: Devon Dean
Title: President
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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.

Vendor Name: ShareSTAFF, LLC

Date: 6/5/2023

Name: Devon Dean
Title: President

Exhibit E – Certification Regarding Lobbying

Vendor Initials

6/5/2023
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.


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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   11.2. 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;
   11.3. 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
   11.4. 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.

12. 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
13. 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:
   13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
   13.2. 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).

14. 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 Name: ShareSTAFF, LLC

6/5/2023
Date

[Signature]
Name: Devon Dean
Title: President

Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
Contractor Initials 6/5/2023

[Stamp]
Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
Page 2 of 2

[Stamp]
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable
federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits
  recipients of federal funding under this statute from discriminating, either in employment practices or in
  the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act
  requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by
  reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this
  statute are prohibited from discriminating, either in employment practices or in the delivery of services or
  benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal
  Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial
  assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial
  assistance from discriminating on the basis of disability, in regard to employment and the delivery of
  services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C., Sections 12131-34), which prohibits
  discrimination and ensures equal opportunity for persons with disabilities in employment, State and local
  government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits
  discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the
  basis of age in programs or activities receiving Federal financial assistance. It does not include
  employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42
  (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies
  and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community
  organizations); Executive Order No. 13559, which provide fundamental principles and policy-making
  criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 36 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based
  Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization
  Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for
  Enhancement of Contract Employee Whistleblower Protections, which protects employees against
  reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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.

Exhibit G
Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

6/7/14
Rev. 10/21/14
Page 1 of 2
6/5/2023
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: ShareSTAFF, LLC

6/5/2023
Name: Devon Dean
Title: President
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 Name: ShareSTAFF, LLC

6/5/2023

Date

Devon Dean

Name: Devon Dean

Title: President
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of Individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the Initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: ShareSTAFF, LLC

6/5/2023

Date

[Signature]

Name: Devon Dean
Title: President

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2
 FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: HFNHCF6H6P23

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X  NO  YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   NO  YES

   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: __________________________  Amount: ______________
   Name: __________________________  Amount: ______________
   Name: __________________________  Amount: ______________
   Name: __________________________  Amount: ______________
   Name: __________________________  Amount: ______________
New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegated as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open...
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5a). HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State’s Privacy Officer and the State’s Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA.359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire  
Department of Health and Human Services  
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and SHC Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:

   2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

3. Exhibit C, Section 4, to read:

   4. For the purposes of this Agreement the Department has identified:

      4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:

   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

   5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/27/2023
Date

DocuSigned by:

Name: Ellen Marie Lapointe
Title: Chief Executive Officer

SHC Services, Inc.

11/21/2023
Date

DocuSigned by:

Name: Michael Felgenhour
Title: Biz Dev Director

SHC Services, Inc.

RFA-2024-NHH-01-TEMPO-13-A01
eff. 7.12.23

A-S-1.3
Page 3 of 4
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/27/2023

Date

[Signature]

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: __________________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:
I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SHC SERVICES, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 17, 2003. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 457613
Certificate Number: 0006227344

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 10th day of May A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, ________________________________ , hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of SHC Services, Inc. dba Supplemental Health Care ___________.

   (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 20, ______, 2023, at which a quorum of the Directors/shareholders were present and voting.

   (Date)

   VOTED: That ________________________________ (may list more than one person)

   (Name and Title of Contract Signatory)

   is duly authorized on behalf of SHC Services, Inc. dba Supplemental Health Care ______ to enter into contracts or agreements with the State (Name of Corporation/ LLC)

   of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

   Dated: November 20, 2023

   ________________________________

   (Signature of Elected Officer)

   Name: Greg Palmer

   Title: CEO

Rev. 03/24/20
### Certificate of Liability Insurance

**Date (MM/DD/YYYY): 10/6/2023**

**Producer:**
Alliant Insurance Services, Inc.  
353 N Clark St 11th Fl  
Chicago, IL 60654

**Contact:** Nisrine Berry  
Phone: (312) 595-6872  
Fax: (312) 595-6872  
Email: Nisrine.Berry@Alliant.com  
Address: 353 N Clark St 11th Fl  
Chicago, IL 60654

**Insured:**
SHC Services, Inc. dba Supplemental Health Care  
6955 Union Park Center Drive, Ste. #400  
Cottonwood Heights, UT 84047

**Coverage:**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Certificate Number</th>
<th>Policy Number</th>
<th>Policy Eff</th>
<th>Policy Exp</th>
<th>Limits</th>
</tr>
</thead>
</table>
| A | Commercial General Liability | HC7CADCDEMS003 | 10/1/2023 | 10/1/2024 | Each Occurrence: $1,000,000  
                                   |                    |               |            | MED EXP (Any one person): $50,000  
                                   |                    |               |            | PERSONAL & ADV INJURY: $1,000,000  
                                   |                    |               |            | GENERAL AGGREGATE: $3,000,000  
                                   |                    |               |            | PRODUCTS - CONM PROP AGG: $3,000,000 |
| B | Automobile Liability | RAD500047708 | 10/1/2023 | 10/1/2024 | COMBINED SINGLE LIMIT (Ex. Accident): $1,000,000  
                                   |                    |               |            | BODILY INJURY (Per person): $1,000,000  
                                   |                    |               |            | PROPERTY DAMAGE (Per accident): $1,000,000 |
| C | Umbrella Liability | HC7CAB3DJV004 | 10/1/2023 | 10/1/2024 | Each Occurrence: $5,000,000  
                                   |                    |               |            | AGGREGATE: $5,000,000  
                                   |                    |               |            | Excess Buffer: $1,000,000 |

**Workers Compensation and Employers’ Liability:**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Certificate Number</th>
<th>Policy Number</th>
<th>Policy Eff</th>
<th>Policy Exp</th>
<th>Limits</th>
</tr>
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</table>
| A | Professional Liab Occurrence | HC7CADCDEMS003 | 10/1/2023 | 10/1/2024 | Each Occurrence: $1,000,000  
                                   |                    |               |            | Aggregate: $3,000,000 |

**Description of Operations / Locations / Vehicles:**

Above Professional and General Liability is subject to a self-insured retention of $750,000/Nil.

**Certificate Holder:**

State of New Hampshire, Department of Health & Human Services  
129 Pleasant Street  
Concord, NH 03301

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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June 15, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and Glencliff Home to enter into contracts with the Contractors listed below in an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at New Hampshire Hospital and Glencliff Home, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 31% General Funds. 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc. (Concord, NH)</td>
<td>216506-B001</td>
<td></td>
</tr>
<tr>
<td>AHS Staffing LLC (Traverse City, MI)</td>
<td>638521</td>
<td></td>
</tr>
<tr>
<td>Career Staff Unlimited, LLC (Irving, TX)</td>
<td>449994</td>
<td></td>
</tr>
<tr>
<td>CMG-CIT Acquisition, LLC (Manchester, NH)</td>
<td>296667</td>
<td></td>
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<tr>
<td>Compunnel Software Group, Inc. (Plainsboro, NJ)</td>
<td>V00070434</td>
<td>$3,770,000</td>
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<tr>
<td>Cross Country Staffing, Inc (Boca Raton, FL)</td>
<td>262451</td>
<td></td>
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<tr>
<td>Healthcare Staffing Professionals, Inc. (Reseda, CA)</td>
<td>449651</td>
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<tr>
<td>Maxim Healthcare Staffing Services, Inc. (Columbia, MD)</td>
<td>438253</td>
<td></td>
</tr>
<tr>
<td>ShareSTAFF LLC (Stockton, CA)</td>
<td>525551</td>
<td></td>
</tr>
<tr>
<td>SHC Services, Inc. (Dallas, TX)</td>
<td>209387</td>
<td></td>
</tr>
</tbody>
</table>
His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
</tr>
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<tbody>
<tr>
<td>2024</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
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<tr>
<td>2025</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
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<tr>
<td></td>
<td></td>
<td>Subtotal</td>
<td></td>
<td>$1,020,000</td>
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<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,500,000</td>
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<tr>
<td>2025</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,250,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal</td>
<td></td>
<td>$2,750,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

**EXPLANATION**

The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Departments intent to bring additional bed capacity On E/F
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glencliff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the same standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glencliff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glencliff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glencliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals' ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
## Temporary Staff Services

### Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Technical</th>
<th>Project Management</th>
<th>TOTAL POINTS</th>
<th>TOTAL PROPOSED VENDOR COST</th>
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</thead>
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<tr>
<td>2nd Century Technologies, Inc.</td>
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<td>Not Applicable - No Cost Proposal for RFA</td>
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<td>All's Well, Inc. dba All's Well</td>
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<td>Adelphi Medical Staffing, LLC</td>
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<td>AHS Staffing LLC</td>
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<td>Aya Healthcare, Inc*</td>
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<td>BayInfotech, LLC</td>
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### Reviewer Information

<table>
<thead>
<tr>
<th>Reviewer Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anne Durant</td>
<td>NHH, Nursing Coordinator</td>
</tr>
<tr>
<td>2. Kevin Lincoln</td>
<td>Director of Finance of Glencliff Home</td>
</tr>
<tr>
<td>3. Bret Mason</td>
<td>NHH, Chief Financial Officer</td>
</tr>
<tr>
<td>4. Donna Ferland</td>
<td>NHH, Finance Director.</td>
</tr>
<tr>
<td>5. Carol Delisle</td>
<td>NHH, Assistant-Chief Nursing Officer</td>
</tr>
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*The Department anticipates presenting a contract for this vendor at a future G&C date.*
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<tr>
<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC</td>
<td>Cross Country Staffing, Inc.</td>
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* - The Department anticipates presenting a contract for this vendor at a future G&C date.
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*Not Applicable - No Cost Proposal for RFA*

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solutions L.L.C.</th>
<th>Resource Logistics, Inc.</th>
<th>ShareSTAFF LLC</th>
<th>SHC Services, Inc.</th>
<th>Sunbelt Staffing, LLC</th>
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<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfecta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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</tbody>
</table>

*Not Applicable - No Cost Proposal for RFA*
Subject: Temporary Staff Services (RFA-2024-NHH-01-TEMPO-13)

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

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

GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>New Hampshire Department of Health and Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.2 State Agency Address</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
<tr>
<td>1.3 Contractor Name</td>
<td>SHC Services, Inc.</td>
</tr>
<tr>
<td>1.4 Contractor Address</td>
<td>12225 Greenville Ave, Suite 600, Dallas, TX 75243</td>
</tr>
<tr>
<td>1.5 Contractor Phone Number</td>
<td>716-541-2665</td>
</tr>
<tr>
<td>1.6 Account Number</td>
<td>05-095-094-940010-8750-102-300731</td>
</tr>
<tr>
<td>1.7 Completion Date</td>
<td>6/30/2025</td>
</tr>
<tr>
<td>1.8 Price Limitation</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

1.9 Contracting Officer for State Agency: Robert W. Moore, Director

1.10 State Agency Telephone Number: (603) 271-9631

1.11 Contractor Signature: Michael Felgerter, Director

1.12 Name and Title of Contractor Signatory: Michael Felgerter, Director

1.13 State Agency Signature: Ellen Lapointe, Chief Executive Officer

1.14 Name and Title of State Agency Signatory: Ellen Lapointe, Chief Executive Officer

1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)

1.17 Approval by the Governor and Executive Council (if applicable)

G&C Item number: G&C Meeting Date:

Page 1 of 4

Contractor Initials: [MF]

Date: 6/9/2023
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 connection with 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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.
8. EVENT OF DEFAULT/ REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):  
8.1.1 failure to perform the Services satisfactorily or on schedule;  
8.1.2 failure to submit any report required hereunder; and/or  
8.1.3 failure to perform any other covenant, term or condition of this Agreement.  
8.2 Upon the occurrence of any Event of Default, the State may, if applicable, terminate the Agreement, effective two (2) days after giving the Contractor notice of termination; and if the Event of Default is not timely cured, treat the Agreement as breached, terminate the Agreement, and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.1 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;  
8.2.2 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.3 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursuant to its remedies at law or in equity, both.  
8.3 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.  

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.  
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to that of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.  

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.  
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.  
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.  

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.  
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.  
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts, and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.  

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the Contractor.
Contractor, or subcontractors, including but not limited to the
negligence, reckless or intentional conduct. The State shall not
be liable for any costs incurred by the Contractor arising under
this paragraph 13. Notwithstanding the foregoing, nothing herein
contained shall be deemed to constitute a waiver of the sovereign
immunity of the State, which immunity is hereby reserved to the
State. This covenant in paragraph 13 shall survive the
termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and
continuously maintain in force, and shall require any
subcontractor or assignee to obtain and maintain in force, the
following insurance:
14.1.1 Commercial general liability insurance against all claims
of bodily injury, death or property damage, in amounts of not
less than $1,000,000 per occurrence and $2,000,000 aggregate
or excess; and
14.1.2 Special cause of loss coverage form covering all property
subject to subparagraph 10.2 herein, in an amount not less than
80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be
on policy forms and endorsements approved for use in the State
of New Hampshire by the N.H. Department of Insurance, and
issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer
identified in block 1.9, or his or her successor, a certificate(s) of
insurance for all insurance required under this Agreement.
Contractor shall also furnish to the Contracting Officer identified
in block 1.9, or his or her successor, certificate(s) of insurance
for all renewal(s) of insurance required under this Agreement no
later than ten (10) days prior to the expiration date of each
insurance policy. The certificate(s) of insurance and any
renewals thereof shall be attached and are incorporated herein by
reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies
and warrants that the Contractor is in compliance with or exempt
from, the requirements of N.H. RSA chapter 281-A ("Workers'
Compensation").
15.2 To the extent the Contractor is subject to the requirements
of N.H. RSA - chapter 281-A, Contractor shall maintain, and
require any subcontractor or assignee to secure and maintain,
payment of Workers' Compensation in connection with
activities which the person proposes to undertake pursuant to this
Agreement. The Contractor shall furnish the Contracting Officer
identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived
or discharged by instrument in writing signed by the
parties hereto and only after approval of such amendment,
waiver or discharge by the Governor and Executive Council of
the State of New Hampshire unless no such approval is required
under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall
be governed, interpreted and 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.
Any actions arising out of this Agreement shall be brought and
maintained in New Hampshire Superior Court which shall have
exclusive jurisdiction thereof.

19. CONFLITING TERMS. In the event of a conflict
between the terms of this P-37 form (as modified in EXHIBIT
A) and/or attachments and amendment thereof, the terms of the
P-37 (as modified in EXHIBIT A) shall control.

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 or modifying
provisions set forth in the attached EXHIBIT A 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
contary 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 with respect to the subject matter
hereof.

Page 4 of 4
Contractor Initials [MPP]
Date 6/7/2003
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

1.1.1. Registered Nurses (RNs);
1.1.2. Licensed Practical Nurses (LPNs);
1.1.3. Licensed Nursing Assistants (LNAs);
1.1.4. Mental Health Workers (MHWs); and
1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

1.2.1. Valid applicable licenses issued in New Hampshire.
1.2.2. Resumes.
1.2.3. CPR certification, as required by state law.
1.2.4. Proof of pre-employment screening which includes, but is not limited to:
   1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
   1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:
       1.2.4.2.1. Hepatitis B.
       1.2.4.2.2. Influenza.
       1.2.4.2.3. MMR.
       1.2.4.2.4. Varicella (chickenpox).
       1.2.4.2.5. Tetanus, diphtheria, pertussis.
       1.2.4.2.6. TB skin test (Quantiferon TB gold).
       1.2.4.2.7. Criminal background check(s) required in Section 1.13.
   1.2.4.3. At least three (3) professional references.
   1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited...
New Hampshire Department of Health and Human Services
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EXHIBIT B

to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
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1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

1.7.1. LNAs must be qualified to perform duties that include but are not limited to:
1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:
1.8.1.1. Assisting in admission procedures.
1.8.1.2. Searching for contraband.
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1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients’ dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
EXHIBIT B

1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned
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cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
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EXHIBIT B

and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months, with
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an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor's alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and...
procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:

1.12.2.1. Site visits.
1.12.2.2. File reviews.
1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
1.13.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited to, personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
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1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department’s Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department’s Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department’s email system:

1.14.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov";

1.14.1.9.2. Include in the signature lines information identifying the End-User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User’s will only access the Department’s intranet to view the Department’s Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agree to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department’s Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms
New Hampshire Department of Health and Human Services
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EXHIBIT B

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “The preparation of this (report, document etc.) was financed under an 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.”

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.2.3.1. Brochures.
3.2.3.2. Resource directories.
3.2.3.3. Protocols or guidelines.
3.2.3.4. Posters.
3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must 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
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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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
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Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th></th>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

   Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
### Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

### Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
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<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
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<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
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<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
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<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$83.00</td>
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<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
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### Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH

<table>
<thead>
<tr>
<th>Id</th>
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<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$35.00</td>
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<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$36.00</td>
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<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$37.00</td>
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<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$38.00</td>
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<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$39.00</td>
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<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$40.00</td>
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</table>

### Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$94.00</td>
</tr>
<tr>
<td>Id</td>
<td>Shift</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>----</td>
<td>------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNAs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs),
Glencliff

<table>
<thead>
<tr>
<th></th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor’s administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 p.m. – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at...
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT C

Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm -11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year's Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td></td>
<td>Thanksgiving</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

Contractor Initials

6/9/2023
7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
121 So. Fruit St
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to: Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager
Glencliff Home
PO Box 76
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
       1.2.1. The dangers of drug abuse in the workplace;
       1.2.2. The grantee's policy of maintaining a drug-free workplace;
       1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
       1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
       1.4.1. Abide by the terms of the statement; and
       1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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

Vendor Initials
6/9/2023

Page 1 of 2
has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: Supplemental Health Care

6/9/2023

Date

Michael Felgenhour

Name: Michael Felgenhour

Title: Biz Dev Director

6/9/2023

Date
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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 subcontractor), 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-1.)

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 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.

Vendor Name: Supplemental Health Care

[Signature]

Date: 6/9/2023

Michael Felgenhour
Biz Dev Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials: MF

Page 1 of 1
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.


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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
11.2. 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;
11.3. 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 (l)(b) of this certification; and
11.4. 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.

12. 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
13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 78, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
13.2. 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).

14. 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 Name: Supplemental Health Care

Date

Michael Felgenhour

Name: Michael Felgenhour
Title: Biz Dev Director

Contractor Initials: MF

Exhibit F – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Page 2 of 2

6/9/2023
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

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.

Exhibit G

Contractor Initials

6/9/2023
New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: Supplemental Health Care

6/9/2023
Date

Michael Felgenhour
Name: Michael Felgenhour
Title: Biz Dev Director

Contractor Initials: M.F.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/9/2023
Date
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 Name: Supplemental Health Care

[Signature]

Michael Felgenhour

Date: 6/9/2023

Title: Biz Dev Director
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Supplemental Health Care

Date: 6/9/2023

[Signature]

Michael Felgenhour
Name:
Biz Dev Director
Title:

Contractor Initials: M.F.
FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: PKTWM622L2S4

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   
   X  NO  YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   X  NO  YES

   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ___________________________  Amount: ___________________________
   Name: ___________________________  Amount: ___________________________
   Name: ___________________________  Amount: ___________________________
   Name: ___________________________  Amount: ___________________________
   Name: ___________________________  Amount: ___________________________
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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information, and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service; the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. “Open Wireless Network” means any network or segment of a network that is not designated by the State of New Hampshire’s Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PPI, PHI or confidential DHHS data.

8. “Personal Information” (or “PI”) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. “Protected Health Information” (or “PHI”) has the same meaning as provided in the definition of “Protected Health Information” in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. “Unsecured Protected Health Information” means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2.

5. The Contractor agrees Confidential Data stored in Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at the time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State’s Privacy Officer and the State’s Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
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- limit disclosure of the Confidential Information to the extent permitted by law.
- Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Sunbelt Staffing, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
   2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

3. Exhibit C, Section 4, to read:
   4. For the purposes of this Agreement the Department has identified:
      4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:
   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 pm - 7:00 a.m. shift at Glenciff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glenciff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glenciff on the eve of the holiday and end with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glenciff on the day of the holiday.

5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12/7/2023
Date

Ellen Marie Lapointe
Name: Ellen Marie Lapointe  
Title: Chief Executive Officer
Sunbelt Staffing, LLC

12/7/2023
Date

Danielle Brinkman
Name: Danielle Brinkman  
Title: Division Director

Sunbelt Staffing, LLC
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/12/2023

[Signature]
Name: John Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ________________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

[Signature]
Date
Name: 
Title: 

Sunbelt Staffing, LLC
RFA-2024-NHH-01-TEMPO-14-A01
eff. 7.12.23
I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SUNBELT STAFFING, LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on May 07, 2007. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 577318
Certificate Number: 0006227126

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 10th day of May A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

1. Lara Parker ___________________________________________ hereby certify that:
   (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

   1. I am a duly elected Clerk/Secretary/Officer of ____________________________
      (Corporation/LLC Name)

   2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and
      held on November 14th, 2023, at which a quorum of the Directors/shareholders were present and voting.
       (Date)

      VOTED: That ________________________________ (Name and Title of Contract Signatory)
              is duly authorized on behalf of ________________________ (Corporation/LLC Name)
              to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and
              further is authorized to execute any and all documents, agreements and other instruments, and any amendments,
              revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose
              of this vote.

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

   Dated: 11/14/2023

Lara Parker
Signature of Elected Officer
Name: Lara Parker, Sr Contract and Compliance Specialist
Title:
ACORD CERTIFICATE OF LIABILITY INSURANCE

Client#: 671676

DATE (MM/DD/YYYY): 12/22/2023

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

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

PRODUCER
Marsh & McLennan Agency LLC
P. O. Box 71429
47 Postal Parkway
Newnan, GA 30271-1429

CONTACT NAME: Jessie Battles
PHONE: 770-683-1021
EMAIL: Jessie.Battles@MarshMMA.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Philadelphia Indemnity Insurance Co.
INSURER B: Zurich American Insurance Company
INSURER C: TDC Specialty Insurance Company

INSURED
Sunbelt Staffing, LLC
501 Brooker Creek Blvd., Ste A-400
Oldsmar, FL 34677

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE ADDL IN5R POLICY NUMBER POLICY EFF (MM/DD/YYYYI POLICY EFF (MM/DD/YYYYI LIMITS

A X COMMERCIAL GENERAL LIABILITY COMBINED SINGLE LIMIT
CLAIMS-MADE X OCCUR PHPK2637563 01/01/2024 01/01/2025 $2,000,000
X PD Ded: 1,000
Y Y PHUB894214 01/01/2024 01/01/2025 $1,000,000

A X AUTOMOBILE LIABILITY
X ANY AUTO OWNED
Y OWNED SCHEDULED AUTOS
X Hired Own Autos Only

A X UMBRELLA LIABILITY

A X WORKERS COMPENSATION

B Y WORKERS COMPENSATION

A X Staffing Prof E&O
A X C MC Medical Profssio

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

(GL) Blanket Additional Insured per form CG2026 0413 Addl Ins - Designated Person or Organization
(GL) Waiver of Transfer of Rights of Recovery Against Others to Us per form CG2404 0509
(GL) Blanket Additional Insured - Primary & Non-contributory per form CG2048 1013
(Auto) Blanket Additional Insured per form CG2048 1013
(Auto) Waiver of Subrogation per form CA0444 0310
(See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD
(WC) Blanket Alternate Employer per form WC0003 01A

(Crime) Loss Payee per form Crime Protection Plus form PI-LOSSPAY-SCH.

(UMB) follows form for General Liability, Auto Liability and Professional Liability per forms: PI-CXL-041 0516 General Liability Follow Form Endorsement, PI-CXL-092 0119 Automobile Liability (Sublimit) and PI-CXL 085 0121 Professional Liability Coverage Sub-limit

(Professional Liability) Professional Liability Virginia Statutory Limits Endorsement applies per Form HPE 000063-06-20. Current limits effective July 1, 2023: $2,600,000 each claim/$7,800,000 Aggregate.

(Professional Liability) Blanket Additional Insured Primary and Non-contributory per form HPE-000007 0418

(Professional Liability) Blanket Waiver of Subrogation per form HPE-000048 0716

(Professional Liability) Separation of Insureds per form HPE-010032-0517

(Professional Liability) Medical Professional Liability Policy is claims made and has a retroactive date of 01/01/2020 per form HPD-010001-09-16.

(GL, PROL, CRIME, IM, PROP, AUTO) 10 Days Notice for Nonpayment Cancellations and 30 Days Notice for all other Cancellations per form PI-CANXICH-002.

EXCESS MEDICAL PROFESSIONAL LIABILITY
Policy Number: 6798437
Carrier (B): Lexington Insurance Company
Policy Period: 01/01/2024 - 01/01/2025
LIMIT: $9,000,000 EACH CLAIM / $9,000,000 AGGREGATE
SEXUAL ABUSE/ MOLESATION SUBLITM OF $4,000,000 EACH CLAIM / $4,000,000 AGGREGATE
Excess Medical Professional Liability Policy has a retroactive date of 01/01/2020 per form 113464.
Excess Medical Professional Liability Policy is claims made per form 113466.
Excess Medical Professional Liability Policy additional insured endorsement per Form HC0943.

State of NH, Department of Health and Human Services are included as Additional Insured for General Liability with respect to work performed by the Named Insured, when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.
REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and Glencliff Home to enter into contracts with the Contractors listed below in an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at New Hampshire Hospital and Glencliff Home, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 31% General Funds, 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc.</td>
<td>216506-B001</td>
<td>$3,770,000</td>
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<tr>
<td>AHS Staffing LLC</td>
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<tr>
<td>Career Staff Unlimited, LLC</td>
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<td>CMG CIT Acquisition, LLC</td>
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<tr>
<td>Cross Country Staffing, Inc.</td>
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<tr>
<td>Healthcare Staffing Professionals, Inc.</td>
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<td>ShareSTAFF, LLC</td>
<td>525551</td>
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<tr>
<td>SHC Services, Inc.</td>
<td>209387</td>
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</tbody>
</table>
Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**EXPLANATION**

The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glenciff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Departments intent to bring additional bed capacity On E/F
units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glendcliff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glendcliff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glendcliff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department’s website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glendcliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals’ ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services’ Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
## Project Title: Temporary Staff Services

<table>
<thead>
<tr>
<th></th>
<th>Maximum Points Available</th>
<th>22nd Century Technologies, Inc.</th>
<th>All's Well, Inc dba All's Well</th>
<th>Delphi Medical Staffing, LLC</th>
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<th>Aya Healthcare, Inc.</th>
<th>BayinfoTech, LLC.</th>
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<tr>
<td><strong>Technical</strong></td>
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<td>Ability (Q1)</td>
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<td>Capacity (Q3)</td>
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<td>Project Management (Q4)</td>
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**TOTAL PROPOSED VENDOR COST**: Not Applicable - No Cost Proposal for RFA

---

**Reviewer Name**

1. Anne Durant - NHH, Nursing Coordinator
2. Kevin Lincoln - Director of Finance of Glencliff Home
3. Bret Mason - NHH, Chief Financial Officer
4. Donna Ferland - NHH, Finance Director
5. Carol Delisle - NHH, Assistant Chief Nursing Officer

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC</td>
<td>Cross Country Staffing, Inc.</td>
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<td>93</td>
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* - The Department anticipates presenting a contract for this vendor at a future G&C date.

Not Applicable - No Cost Proposal for RFA
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* - The Department anticipates presenting a contract for this vendor at a future G&C date.
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<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solutions L.L.C.</th>
<th>Resource Logistics, Inc.</th>
<th>ShareSTAFF LLC</th>
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<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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<td>104</td>
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</tbody>
</table>

Not Applicable - No Cost Proposal for RFA
Subject: Temporary Staff Services (RFA-2024-NHH-01-TEMPO-14)

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

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

GENERAL PROVISIONS

1. IDENTIFICATION.
   1.1 State Agency Name
   New Hampshire Department of Health and Human Services
   1.2 State Agency Address
   129 Pleasant Street
   Concord, NH 03301-3857
   1.3 Contractor Name
   Sunbelt Staffing, LLC
   1.4 Contractor Address
   501 Brook Creek Blvd, Suite A-400
   Oldsmar, FL 34677
   1.5 Contractor Phone Number
   813-792-3427
   1.6 Account Number
   05-095-094-940010-8750-102-500731
   05-095-091-910010-5710-101-500729
   1.7 Completion Date
   6/30/2025
   1.8 Price Limitation
   $3,770,000
   1.9 Contracting Officer for State Agency
   Robert W. Moore, Director
   1.10 State Agency Telephone Number
   (603) 271-9631
   1.11 Contractor Signature
   [Signature] Date: 6/12/2023
   Stephen Marian
   Managing Director
   1.12 Name and Title of Contractor Signatory
   Ellen Marie Lappin
   Chief Executive Officer
   1.13 State Agency Signature
   [Signature] Date: 6/13/2023
   Ellen Marie Lappin
   1.14 Name and Title of State Agency Signatory
   1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
   By: Director, On:
   1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)
   By: [Signature] On: 6/13/2023
   1.17 Approval by the Governor and Executive Council (if applicable)
   G&C Item number: G&C Meeting Date:

Contractor Initials [SM]
Date 6/12/2023
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 SM  
Date 6/12/2023
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (‘Event of Default’):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (‘Termination Report’) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.
10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement, without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. The wording used in this Agreement shall be construed and interpreted to be 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services
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EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

1.1.1. Registered Nurses (RNs);
1.1.2. Licensed Practical Nurses (LPNs);
1.1.3. Licensed Nursing Assistants (LNAs);
1.1.4. Mental Health Workers (MHWs); and
1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

1.2.1. Valid applicable licenses issued in New Hampshire.
1.2.2. Resumes.
1.2.3. CPR certification, as required by state law.
1.2.4. Proof of pre-employment screening which includes, but is not limited to:

1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:

1.2.4.2.1. Hepatitis B.
1.2.4.2.2. Influenza.
1.2.4.2.3. MMR.
1.2.4.2.4. Varicella (chickenpox).
1.2.4.2.5. Tetanus, diphtheria, pertussis.
1.2.4.2.6. TB skin test (Quantiferon TB gold).
1.2.4.2.7. Criminal background check(s) required in Section 1.13.

1.2.4.3. At least three (3) professional references.
1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited
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Temporary Staff Services

EXHIBIT-B

to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glenciff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.

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EXHIBIT B

1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements
1.7.1. LNAs must be qualified to perform duties that include but are not limited to:
1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
1.7.1.2. Assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements
1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:
1.8.1.1. Assisting in admission procedures.
1.8.1.2. Searching for contraband.
New Hampshire Department of Health and Human Services
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EXHIBIT B

1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned
cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with
an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor's alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies.
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EXHIBIT B

procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:

1.12.2.1. Site visits.

1.12.2.2. File reviews.

1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.13.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
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1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department’s email system:

1.14.1.9.1. To only use a Department email address assigned to them with a “@affiliate.DHHS.NH.Gov”;

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User's will only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior, to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “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.”

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.2.3.1. Brochures.
3.2.3.2. Resource directories.
3.2.3.3. Protocols or guidelines.
3.2.3.4. Posters.
3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

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<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
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</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

   Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff
New Hampshire Department of Health and Human Services  
Temporary Staff Services

**EXHIBIT C**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

<table>
<thead>
<tr>
<th></th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th></th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rates and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. - 7:15 a.m. shift at NHH and with the 10:45 p.m. - 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glencliff.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year's Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Independence Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

Contractor Initialed

Sunbelt Staffing, LLC
Page 5 of 7

Date 6/12/2023
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
121 So. Fruit St
Concord, NH 03301

9.6.2. Glencliff invoices may be emailed to: Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager
Glencliff Home
PO Box 76
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.acl@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1.1. 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;

1.2. Establishing an ongoing drug-free awareness program to inform employees about
   1.2.1. The dangers of drug abuse in the workplace;
   1.2.2. The grantee’s policy of maintaining a drug-free workplace;
   1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
   1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

1.3. 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);

1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
   1.4.1. Abide by the terms of the statement; and
   1.4.2. 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;

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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

Vendor Initials [Signature] 
Date 6/12/2023
New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: Sunbelt Staffing LLC

6/12/2023

Date

Vendor Initials: SM

Name: Stephen Mariani
Title: Managing Director

Exhibit D - Certification regarding Drug Free Workplace Requirements

Page 2 of 2
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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-1.)

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.

Vendor Name: Sunbelt Staffing LLC

6/12/2023

Date

Name: Stephen Mariani
Title: Managing Director

Exhibit E - Certification Regarding Lobbying

Page 1 of 1
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 New Hampshire 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.


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

Exhibit F - Certification Regarding Debarment, Suspension Contractor Initiated And Other Responsibility Matters Page 1 of 2 Date 6/12/2023
New Hampshire Department of Health and Human Services
Exhibit F

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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   11.2. 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;
   11.3. 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
   11.4. 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.

12. 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
13. 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:
   13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
   13.2. 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).

14. 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 Name: Sunbelt Staffing LLC

[Signature]
Date: 6/12/2023
Name: Stephen Mariani
Title: Managing Director

Exhibit F - Certification Regarding Debarment, Suspension and Other Responsibility Matters
Page 2 of 2
Contractor Initialed SM
Date: 6/12/2023
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:
- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

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.

Exhibit G

Contractor Initials

6/12/2023
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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:

I. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Sunbelt Staffing LLC

6/12/2023

Date

Stephen Mariani
Name: Stephen Mariani
Title: Managing Director
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 Name: Sunbelt Staffing LLC

6/12/2023

Date

Name: Stephen Mariani

Title: Managing Director

Contractor Initials

6/12/2023

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Sunbelt Staffing LLC

Date: 6/12/2023

Name: Stephen Mariani
Title: Managing Director
New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: HGSKSHA937F7

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?
   ______ NO _______ YES
   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   ______ NO _______ YES
   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:
   Name: ________________ Amount: ________________
   Name: ________________ Amount: ________________
   Name: ________________ Amount: ________________
   Name: ________________ Amount: ________________
   Name: ________________ Amount: ________________
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor’s employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner’s knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
New Hampshire Department of Health and Human Services
Exhibit K

DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
New Hampshire Department of Health and Human Services  
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DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV; A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U.S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
New Hampshire Department of Health and Human Services
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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
New Hampshire Department of Health and Human Services  
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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PPI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services
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DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.
f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State’s Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:
1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tryfacta, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
   The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

3. Exhibit C, Section 4, to read:
   For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:
   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 p.m – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

   5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall...
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/28/2023
Date

Ellen Marie Lapointe
Name: Ellen Marie Lapointe
Title: Chief Executive Officer

Tryfacta, Inc.

11/15/2023
Date

Arman Dhar
Name: Arman Dhar
Title: VP Operations
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/1/2023

[Signature]

Date

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ______________________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

[Signature]

Date

Name:

Title:
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRYFACTA, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 09, 2021. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 864746
Certificate Number: 0006228697

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of May A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, Jan Schieberl, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Tryfacta, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 23, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Arman Dhar, Chief Operating Officer and Adesh Tyagi, President, are each duly authorized on behalf of Tryfacta, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further are authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 10/28/2023

[Signature]

Jan Schieberl, Clerk

Rev. 03/24/20
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2023

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

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

PRODUCER
Silicon Valley Risk and Insurance Services, L.P.
4 W 4th Ave.
San Mateo, CA 94402
www.svlrs.com

INSURED
Tryfacta, Inc.
4637 Chabot Dr., Ste 100
Pleasanton CA 94588

CONTACT NAME: Jas Goswami
PHONE NO. Ext.: 408-236-7412
FAX (No.): 714-573-1770
E-MAIL: jgos@svirs.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Everest National Insurance Company
INSURER B: Great American Insurance Company
INSURER C: Lloyd's of London
INSURER D: Landmark American Insurance Company

COVERAGES

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>11/1/2023</td>
<td>11/1/2024</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence) $1,000,000</td>
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<tr>
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<td></td>
<td>MED EXP (Any one person) $10,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
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<td></td>
<td></td>
<td>PRODUCTS - COMP/OP AGG $2,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>91ML002187-231</td>
<td>11/1/2023</td>
<td>11/1/2024</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>COMBINED SINGLE LIMIT (EA accident) $1,000,000</td>
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<td></td>
<td>PROPERTY DAMAGE (Per accident) $50,000</td>
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<td>91EX000470-231</td>
<td>11/1/2023</td>
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<td>EACH OCCURRENCE $5,000,000</td>
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<tr>
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<td></td>
<td></td>
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<td>AGGREGATE $5,000,000</td>
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<td>UMBRELLA LIABILITY</td>
<td>91EX000470-231</td>
<td>11/1/2023</td>
<td>11/1/2024</td>
<td>EACH OCCURRENCE $5,000,000</td>
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<td>W</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
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<td>A</td>
<td>PROFESSIONAL LIABILITY</td>
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<td>11/1/2023</td>
<td>11/1/2024</td>
<td>$2M Agg/Poli Term/$1M ea dc/Wrongful Act</td>
</tr>
<tr>
<td>B</td>
<td>MED PROF LIABILITY (E&amp;O)/Med-Non Med Staff</td>
<td>LMH851050</td>
<td>8/5/2023</td>
<td>8/5/2024</td>
<td>$1M ea dc/$3M Agg Ded $5k per dc</td>
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<td>C</td>
<td>CYBER LIABILITY</td>
<td>H23NGP225829-00</td>
<td>5/22/2023</td>
<td>5/22/2024</td>
<td>$5M x $25k Reten/$1M Sublim/Trig E&amp;O</td>
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<tr>
<td>B</td>
<td>CRIME</td>
<td>SAA E5937240300</td>
<td>5/8/2023</td>
<td>5/8/2024</td>
<td>$1M/Occ $10,000 Deductible</td>
</tr>
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</table>

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

CERTIFICATE HOLDER
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

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

AUTHORIZED REPRESENTATIVE
David Wright

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The ACORD name and logo are registered marks of ACORD
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silicon Valley Risk and Insurance Services, L.P.</td>
<td>Tryfacta, Inc.</td>
</tr>
<tr>
<td>POLICY NUMBER</td>
<td>91ML002187-231</td>
</tr>
<tr>
<td>CARRIER</td>
<td>NAIC CODE 10120</td>
</tr>
<tr>
<td>CARRIER</td>
<td>EFFECTIVE DATE: 1/1/2023</td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** State of New Hampshire Department of Health and Human Services

**ADDRESS:** 129 Pleasant Street Concord NH 03301-3857

- General Liability and Non-Owned/Hired Auto Deductible: NIL
- Note: Non-Owned/Hired Auto is a part of the General Liability coverage. Insured does NOT own vehicles.
- Excess SIR: None

**AM Best Ratings:**

A) Everest National Insurance Company. A+ Superior
B) Great American Insurance Company. A+ Superior
C) Lloyds of London. A Excellent
D) Landmark American Insurance Company. A++ Superior
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
PAYCHEX INSURANCE AGENCY, INC.
150 SAWGRASS DRIVE
ROCHESTER, NY 14620

CONTACT NAME: Paychex Insurance Agency Inc
PHONE: 877-268-5850
FAX: 585-369-7426
E-MAIL: cert@paychex.com

INSURED
Tryfacta Inc
4637 Chabot Dr Suite 100
Pleasanton, CA 94588

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A
QBE Insurance Corporation
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES
CERTIFICATE NUMBER: QWC3001544
REVISION NUMBER: 04/16/2023 04/16/2024

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

<table>
<thead>
<tr>
<th>LIMIT</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUB SCR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>CLAIMS-MADE</td>
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<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
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<td>POLICY</td>
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<td>LOC</td>
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<td>OTHER</td>
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<td></td>
<td>AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO</td>
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<td></td>
<td>OWNED AUTOS ONLY</td>
<td>SCHEDULED AUTOS</td>
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<tr>
<td></td>
<td>HIRED AUTOS ONLY</td>
<td>NON-OWNED AUTOS ONLY</td>
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<td></td>
<td>UMBRELLA LIABILITY</td>
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<td>EXCESS LIABILITY</td>
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<tr>
<td></td>
<td>CLAIMS-MADE</td>
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<td></td>
<td>WORKERS COMPENSATION</td>
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<tr>
<td></td>
<td>EXCLUDED OFFICER/MEMBER (Mandatory In NH)</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/Partner/Executive</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

CANCELLATION

STATE OF NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

AUTHORIZED REPRESENTATIVE

Mary P. Stock

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REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, and Glencliff Home to enter into contracts with the Contractors listed below in an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at New Hampshire Hospital and Glencliff Home, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 31% General Funds, 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc. (Concord, NH)</td>
<td>216506-B001</td>
<td>$3,770,000</td>
</tr>
<tr>
<td>AHS Staffing LLC (Traverse City, MI)</td>
<td>638521</td>
<td></td>
</tr>
<tr>
<td>Career Staff Unlimited, LLC (Ivory, TX)</td>
<td>449994</td>
<td></td>
</tr>
<tr>
<td>CMG CIT Acquisition, LLC (Manchester, NH)</td>
<td>296667</td>
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</tr>
<tr>
<td>Compunel Software Group, Inc. (Plainboro, NJ)</td>
<td>V00070434</td>
<td></td>
</tr>
<tr>
<td>Cross Country Staffing, Inc (Boca Raton, FL)</td>
<td>262451</td>
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</tr>
<tr>
<td>Healthcare Staffing Professionals, Inc. (Reseda, CA)</td>
<td>449651</td>
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<tr>
<td>Maxim Healthcare Staffing Services, Inc. (Columbia, MD)</td>
<td>438253</td>
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</tr>
<tr>
<td>ShareSTAFF, LLC (Stockton, CA)</td>
<td>525551</td>
<td></td>
</tr>
<tr>
<td>SHC Services, Inc. (Dallas, TX)</td>
<td>209387</td>
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</tr>
</tbody>
</table>
Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
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<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
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<tr>
<td>2025</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
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<td>Subtotal</td>
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<tr>
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<th>Class Title</th>
<th>Job Number</th>
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<td>2024</td>
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<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,500,000</td>
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<tr>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

**EXPLANATION**

The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Departments intent to bring additional bed capacity on E/F...
units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glencliff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glencliff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glencliff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department’s website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glencliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals’ ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services’ Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
### Technical

<table>
<thead>
<tr>
<th></th>
<th>22nd Century Technologies, Inc.</th>
<th>All's Well, Inc. dba All's Well</th>
<th>Adelphi Medical Staffing, LLC</th>
<th>AHS Staffing LLC</th>
<th>Aya Healthcare, Inc*</th>
<th>BayInfotech, LLC.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ability (Q1)</strong></td>
<td>45</td>
<td>35</td>
<td>20</td>
<td>32</td>
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<tr>
<td><strong>Experience (Q2)</strong></td>
<td>30</td>
<td>25</td>
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<tr>
<td><strong>Capacity (Q3)</strong></td>
<td>50</td>
<td>45</td>
<td>15</td>
<td>25</td>
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<td>45</td>
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<tr>
<td><strong>Project Management (Q4)</strong></td>
<td>25</td>
<td>23</td>
<td>15</td>
<td>15</td>
<td>17</td>
<td>22</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>150</strong></td>
<td><strong>128</strong></td>
<td><strong>75</strong></td>
<td><strong>87</strong></td>
<td><strong>118</strong></td>
<td><strong>129</strong></td>
</tr>
</tbody>
</table>

**TOTAL PROPOSED VENDOR COST**

Not Applicable - No Cost Proposal for RFA

<table>
<thead>
<tr>
<th>Reviewer Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Anne Durant</td>
<td>NHH, Nursing Coordinator</td>
</tr>
<tr>
<td>2. Kevin Lincoln</td>
<td>Director of Finance of Glenciff Home</td>
</tr>
<tr>
<td>3. Bret Mason</td>
<td>NHH, Chief Financial Officer</td>
</tr>
<tr>
<td>4. Donna Ferland</td>
<td>NHH, Finance Director.</td>
</tr>
<tr>
<td>5. Carol Delisle</td>
<td>NHH, Assistant-Chief Nursing Officer</td>
</tr>
</tbody>
</table>

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<tbody>
<tr>
<td>38</td>
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<tr>
<td>126</td>
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</tr>
<tr>
<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC</td>
<td>Cross Country Staffing, Inc.</td>
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<td>21</td>
<td>20</td>
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<tr>
<td>93</td>
<td>116</td>
<td>111</td>
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</tbody>
</table>

* Not Applicable - No Cost Proposal for RFA

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
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<tbody>
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<td>108</td>
<td>129</td>
<td>99</td>
<td>92</td>
<td>120</td>
<td>106</td>
</tr>
</tbody>
</table>

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
<thead>
<tr>
<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solutions L.L.C.</th>
<th>Resource Logistics, Inc.</th>
<th>ShareSTAFF LLC</th>
<th>SHC Services, Inc.</th>
<th>Sunbelt Staffing, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
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<tr>
<td>135</td>
<td>58</td>
<td>93</td>
<td>111</td>
<td>121</td>
<td>115</td>
</tr>
<tr>
<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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</tr>
<tr>
<td>104</td>
<td>63</td>
<td>126</td>
<td>69</td>
<td>123</td>
<td></td>
</tr>
</tbody>
</table>

Not Applicable - No Cost Proposal for RFA
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

### IDENTIFICATION

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street</td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3 Contractor Name</th>
<th>1.4 Contractor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tryfacta, Inc.</td>
<td>84 W Broadway, STE 200, Derry, NH 03038</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Contractor Phone Number</th>
<th>1.6 Account Number</th>
<th>1.7 Completion Date</th>
<th>1.8 Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>403-893-5500</td>
<td>05-095-094-940010-8750, 102-500731</td>
<td>6/30/2025</td>
<td><em>$3,770,000</em></td>
</tr>
<tr>
<td></td>
<td>05-095-091-910010-5710, 101-500729</td>
<td></td>
<td>Shared Price Limitation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9 Contracting Officer for State Agency</th>
<th>1.10 State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.11 Contractor Signature</th>
<th>1.12 Name and Title of Contractor Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>DocuSignd by: Arman Dhar</td>
<td>Arman Dhar VP operations</td>
</tr>
<tr>
<td>Date: 6/8/2023</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.13 State Agency Signature</th>
<th>1.14 Name and Title of State Agency Signatory</th>
</tr>
</thead>
<tbody>
<tr>
<td>DocuSignd by: Ellen Marie Lapointe</td>
<td>Ellen Marie Lapointe Executive Officer</td>
</tr>
<tr>
<td>Date: 6/8/2023</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</th>
<th>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Director, On:</td>
<td>By: Fabry Aquino, On: 6/9/2023</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.17 Approval by the Governor and Executive Council (if applicable)</th>
<th>G&amp;C Item number:</th>
<th>G&amp;C Meeting Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>G&amp;C Item number:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Page 1 of 4**

Contractor Initials: AD  
Date: 6/8/2023
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages the Contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any party by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 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.
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"): 8.1.1 failure to perform the Services satisfactorily or on schedule; 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement. 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made, under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default, shall never be paid to the Contractor; 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or 8.2.4 give the Contractor a written notice specifying the Event of Default; treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both. 8.3. 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.
9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement. 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.
10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formularies, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. 10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. 10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.
13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
New Hampshire Department of Health and Human Services  
Temporary Staff Services

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 (“Effective Date”).

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

1.1.1. Registered Nurses (RNs);
1.1.2. Licensed Practical Nurses (LPNs);
1.1.3. Licensed Nursing Assistants (LNAs);
1.1.4. Mental Health Workers (MHWs); and
1.1.5. Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide property licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

1.2.1. Valid applicable licenses issued in New Hampshire.
1.2.2. Resumes.
1.2.3. CPR certification, as required by state law.
1.2.4. Proof of pre-employment screening which includes, but is not limited to:

   1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
   1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:
      1.2.4.2.1. Hepatitis B.
      1.2.4.2.2. Influenza.
      1.2.4.2.3. MMR.
      1.2.4.2.4. Varicella (chickenpox).
      1.2.4.2.5. Tetanus, diphtheria, pertussis.
      1.2.4.2.6. TB skin test (Quantiferon TB gold).
      1.2.4.2.7. Criminal background check(s) required in Section 1.13.

1.2.4.3. At least three (3) professional references.
1.2.4.4. Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited...
New Hampshire Department of Health and Human Services
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EXHIBIT B

to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
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EXHIBIT B

1.6.1.9. Providing venipuncture services.
1.6.1.10. Management of the milieu.
1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.
1.6.1.12. Communicating both verbally and in writing to report related findings.
1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements
1.7.1. LNAs must be qualified to perform duties that include but are not limited to:
1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements
1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:
1.8.1.1. Assisting in admission procedures.
1.8.1.2. Searching for contraband.

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1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.

[Signature]
Contractor Initials

Date 6/8/2023
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1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly-professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glendiff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned...
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EXHIBIT B

cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.

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and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor's alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT B

procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:

1.12.2.1. Site visits.
1.12.2.2. File reviews.
1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
1.13.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited to, personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
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1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department’s email system:

1.14.1.9.1. To only use a Department email address assigned to them with a "@affilate.DHHS.NH.Gov".

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User’s will only access the Department’s intranet to view the Department’s Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department’s Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms

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Contractor Initials [D]

Date 6/6/2023
New Hampshire Department of Health and Human Services
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EXHIBIT B

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “The preparation of this (report, document etc.) was financed under an 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.”

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.2.3.1. Brochures.
3.2.3.2. Resource directories.
3.2.3.3. Protocols or guidelines.
3.2.3.4. Posters.
3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must 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
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EXHIBIT B

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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
New Hampshire Department of Health and Human Services
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EXHIBIT C

Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th></th>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$2,010,000</td>
<td>$1,760,000</td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked, in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT C

Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:00 a.m.</td>
<td>$84.00</td>
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</tbody>
</table>

Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. - 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. - 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. - 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. - 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. - 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. - 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff

RFA-2024-NHH-01-TEMPO-15

Contractor Initials

Tryfacta, Inc.

Page 2 of 7

6/8/2023
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT C

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

5.1. All hourly rates are inclusive of the Contractor’s administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at
New Hampshire Department of Health and Human Services  
Temporary Staff Services  

EXHIBIT C

Glencliff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year's Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td></td>
<td>Thanksgiving</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
121 So. Fruit St
Concord, NH 03301

9.6.2. Glencliff invoices may be emailed to: Glencliff.AP@dhhs.nh.gov or mailed to:

Financial Manager
Glencliff Home
PO Box 76
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. 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;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
       1.2.1. The dangers of drug abuse in the workplace;
       1.2.2. The grantee's policy of maintaining a drug-free workplace;
       1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
       1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. 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);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
       1.4.1. Abide by the terms of the statement; and
       1.4.2. 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;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. 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

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: Tryfacta

6/8/2023

Date

Vendor Initials

Exhibit D - Certification regarding Drug Free Workplace Requirements

Page 2 of 2

6/8/2023

Date
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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.

Vendor Name: Tryfacta

6/8/2023

Date

Vendor Initials

Name: Aman Dhar
Title: VP Operations

Exhibit E - Certification Regarding Lobbying

Page 1 of 1
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.


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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   11.2. 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;
   11.3. 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 (i)(b) of this certification; and
   11.4. 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.

12. 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
13. 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:
   13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
   13.2. 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).

14. 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 Name: Tryfacta

6/8/2023
Date

[Signature]

[Name]

[Title]

Contractor initials

6/8/2023
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

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.

Exhibit G
Contractor Initials
6/8/2023
Date
New Hampshire Department of Health and Human Services  
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: Tryfacta

6/8/2023

Date

Name: Arman Dhar
Title: VP Operations
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 Name: Tryfacta

6/8/2023

Date

Name: Arman Dhar
Title: VP Operations
New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Tryfacta

Date: 6/8/2023

Name: Arman Dhar
Title: VP Operations
FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: ONXNJJDKLVM6

2. In your business or organization’s preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   X  NO    YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   X  NO    YES

   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ___________________________  Amount: ________________
   Name: ___________________________  Amount: ________________
   Name: ___________________________  Amount: ________________
   Name: ___________________________  Amount: ________________
   Name: ___________________________  Amount: ________________
A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
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request for disclosure on the basis that it is required by law, in response to a
subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to
consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional
restrictions over and above those uses or disclosures or security safeguards of PHI
pursuant to the Privacy and Security Rule, the Contractor must be bound by such
additional restrictions and must not disclose PHI in violation of such additional
restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End
User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for
any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives
of DHHS for the purpose of inspecting to confirm compliance with the terms of this
Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing
Confidential Data between applications, the Contractor attests the applications have
been evaluated by an expert knowledgeable in cyber security and that said
application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disk's
or portable storage devices, such as a thumb drive, as a method of transmitting DHHS
data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if
email is encrypted and being sent to and being received by email addresses of
persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential
Data, the secure socket layers (SSL) must be used and the web site must be
secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file
hosting services, such as Dropbox or Google Cloud Storage, to transmit
Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground
mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit
Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential Information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent, unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State’s Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P:37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire  
Department of Health and Human Services  
Amendment #1

This Amendment to the Temporary Staff Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Worldwide Travel Staffing, Limited ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 28, 2023 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   Shared Price Limitation of $11,500,000.

2. Exhibit C, Section 2 to read:
   The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6,500,000</td>
<td>$5,000,000</td>
<td>$11,500,000</td>
</tr>
</tbody>
</table>

3. Exhibit C, Section 4, to read:
   4. For the purposes of this Agreement the Department has identified:
      4.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.

4. Exhibit C, Section 5, Subsection 5.3, Paragraphs 5.3.3 and 5.3.4, to read:
   5.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be one and one-half (1-1/2) times the applicable rate in the Tables above. For Nursing Professionals who work any of the holidays listed below, the hourly rate shall be one and one-half times the applicable rate in the Tables above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glencliff on the day of the holiday.

   5.3.4. For MHW and PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall...
be one and one-half (1-1/2) times the hourly rate in the applicable Tables above. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12/4/2023  
Date  
Ellen Marie Lapointe  
Name:  
Title: Chief Executive Officer  
Worldwide Travel Staffing, Limited

11/30/2023  
Date  
Lee R. Blatz, R.N., M.S.N.  
Name:  
Title: Chief Executive Officer  
Worldwide Travel Staffing, Limited
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/4/2023

Date

[Signature]

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: ________________ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WORLDWIDE TRAVEL STAFFING, LIMITED is a New York Profit Corporation registered to transact business in New Hampshire on October 11, 2006. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 565702
Certificate Number: 0006226858

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of May A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

1. Jane T. Blatz, hereby certify that:
   (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Worldwide Travel Staffing, Limited
   (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 30, 2023 at which a quorum of the Directors/shareholders were present and voting.
   (Date)

   VOTED: That Leo R. Blatz, C.E.O. (may list more than one person)
   (Name and Title of Contract Signatory)

   is duly authorized on behalf of Worldwide Travel Staffing, Limited to enter into contracts or agreements with the State
   (Name of Corporation/ LLC)

   of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

   Dated: 11/30/2023

Signature of Elected Officer
Name: Jane T. Blatz
Title: Secretary
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2023

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
285 Delaware Avenue, Suite 4000
Buffalo NY 14202

CONTACT NAME: Client Service Team
PHONE: 800-716-8314
FAX: 855-595-4605
EMAIL: GGB.BU2.CL.Srv@aig.com

INSURED
Worldwide Travel Staffing, Limited
2829 Sheridan Drive
Tonawanda NY 14150

INSURER(S) AFFORDING COVERAGE
INSURER A: Philadelphia Indemnity Ins Co
INSURER B: Zurich American Insurance Company of IL

COVERAGES

COVERAGE NUMBER: 1852543241

COVERSAGES

- COMMERCIAL GENERAL LIABILITY
- AUTOMOBILE LIABILITY
- UMBRELLA LIABILITY
- WORKERS COMPENSATION AND EMPLOYER'S LIABILITY
- PROFESSIONAL LIABILITY

POLICY NUMBER

- PHPK2577268
- PHPK2577268
- PHUB672653
- WC 1126157-02
- PHPK2577268

POLICY EFFECT DATE (MM/DD/YYYY)

- 7/7/2023
- 7/7/2024

PERIOD OF INSURANCE

- 7/7/2023
- 7/7/2024

LIMITS

- EACH OCCURRENCE
- MED EXP (Any one person)
- PERSONAL & ADV INJURY
- GENERAL AGGREGATE
- PRODUCTS - COMP/OP AGG
- COMBINED SINGLE LIMIT
- BODILY INJURY (Per accident)
- PROPERTY DAMAGE (Per accident)
- EACH ACCIDENT
- E.L. EACH ACCIDENT
- E.L. DISEASE - EA EMPLOYEE
- E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS:

- The Umbrella Liability policy includes the following above coverages as underlying policies: General Liability, Workers Compensation, Professional, and Automobile.

- NO WORKERS COMP COVERAGE IN OHIO, NORTH DAKOTA, WASHINGTON, WYOMING

- The Umbrella Liability policy includes the following above coverages as underlying policies: General Liability, Workers Compensation, Professional, and Automobile.

- Sexual Misconduct and Assault is included under the Package General Liability/Professional Liability at $2,000,000.

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL  
36 CLINTON STREET, CONCORD, NH 03301  
603-271-6300  1-800-852-3345 Ext. 5300  

June 15, 2023  

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

REQUESTED ACTION  

Authorize the Department of Health and Human Services, New Hampshire Hospital, and Glenciff Home to enter into contracts with the Contractors listed below in an amount not to exceed a total shared price limitation of $3,770,000 for all vendors for the provision of temporary staff at New Hampshire Hospital and Glenciff Home, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through June 30, 2025. 

General Funds, 69%; Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).  

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
</table>
| 22nd Century Technologies, Inc.  
Concord, NH | 216506-B001 | $3,770,000 |
| AHS Staffing LLC  
Traverse City, MI | 638521 | |
| Career Staff Unlimited, LLC  
Irvine, TX | 449994 | |
| CMG CIT Acquisition, LLC  
Manchester, NH | 296667 | |
| CompuNet Software Group, Inc.  
Plainsboro, NJ | V00070434 | |
| Cross Country Staffing, Inc.  
Boca Raton, FL | 262451 | |
| Healthcare Staffing Professionals, Inc.  
Reseda, CA | 449651 | |
| Maxim Healthcare Staffing Services, Inc.  
Columbia, MD | 438253 | |
| ShareSTAFF, LLC  
Stockton, CA | 525551 | |
| SHC Services, Inc.  
Dallas, TX | 209387 | |
Funds are anticipated to be available in the following accounts for in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
</tr>
<tr>
<td>2025</td>
<td>101-500729</td>
<td>Payments to Medical Providers</td>
<td>91000000</td>
<td>$510,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal</td>
<td></td>
<td>$1,020,000</td>
</tr>
</tbody>
</table>

05-095-094-940010-8750-102-500731, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

<table>
<thead>
<tr>
<th>State Fiscal Year</th>
<th>Class/Account</th>
<th>Class Title</th>
<th>Job Number</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,500,000</td>
</tr>
<tr>
<td>2025</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>94050200</td>
<td>$1,250,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Subtotal</td>
<td></td>
<td>$2,750,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

EXPLANATION

The purpose of this request is to secure temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to support New Hampshire Hospital (NHH) and Glencliff Home. Due to the ongoing shortage of health care professionals, the Department requires temporary staffing services to locate and retain qualified temporary staff as part of the overall staffing strategy for these facilities. In addition, it is the Department's intent to bring additional bed capacity on E/F
units at NHH back online at the end of 2023. These contracts will assist NHH in supporting the staffing needs associated with the intended capacity increase. The bed capacity increase will better meet the needs associated with Mission Zero and reduction in Emergency Department boarding across the state.

Both NHH and Glencliff Home have ramped up recruitment strategies to fill empty state employee positions, however direct care vacancies remain high: RN vacancy rate is approximately 38%, Mental Health Worker 25% and Social Worker 60%. The Department is committed to filling all open slots with permanent staff, and temporary staff are not meant to replace permanent staff. However these Temporary Staff services contracts will allow the Department to maintain the high standard for care and continue services at both facilities unabated while continuing to recruit for permanent staff.

The population served includes patients at NHH and Glencliff Home.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, licensed practical nurses, licensed nursing assistants, mental health workers and psychiatric social workers, to NHH and Glencliff Home, as requested by the Department based on staffing needs. All Contractors will be paid at the same position-specific hourly rates specified in the agreements.

The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department’s website from March 16, 2023 through April 21, 2023. The Department received 32 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not have adequate staffing for NHH and Glencliff Home. Lack of staffing may result in a reduction in the number of beds available to clients due to state-mandated staffing ratios, which could potentially increase the number of patients on the NHH waitlist and will further hinder the hospitals’ ability to staff E/F unit.

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services’ Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
### Temporary Staff Services

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Technical</th>
<th>Project Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd Century Technologies, Inc.</td>
<td>Q1: 45</td>
<td>Q4: 25</td>
</tr>
<tr>
<td>All's Well, Inc. dba All's Well</td>
<td>Q2: 30</td>
<td></td>
</tr>
<tr>
<td>Adelphi Medical Staffing, LLC</td>
<td>Q3: 50</td>
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</tr>
<tr>
<td>AHS Staffing LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aya Healthcare, Inc</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bayinfotech, LLC</td>
<td></td>
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#### Points Distribution

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Ability (Q1)</th>
<th>Experience (Q2)</th>
<th>Capacity (Q3)</th>
<th>Project Management (Q4)</th>
<th>Total Points</th>
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<tbody>
<tr>
<td>22nd Century Technologies, Inc.</td>
<td>45</td>
<td>35</td>
<td>20</td>
<td>32</td>
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<tr>
<td>All's Well, Inc. dba All's Well</td>
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<td>25</td>
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<tr>
<td>Adelphi Medical Staffing, LLC</td>
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<td>AHS Staffing LLC</td>
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<td>Aya Healthcare, Inc</td>
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<td>45</td>
<td>42</td>
<td>22</td>
<td>118</td>
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<tr>
<td>Bayinfotech, LLC</td>
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<td></td>
<td>32</td>
<td>22</td>
<td>129</td>
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</table>

**TOTAL POINTS: 150**

**TOTAL PROPOSED VENDOR COST:** Not Applicable - No Cost Proposal for RFA

### Reviewer Information

<table>
<thead>
<tr>
<th>Reviewer Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Anne Durant</td>
<td>NHH, Nursing Coordinator</td>
</tr>
<tr>
<td>2 Kevin Lincoln</td>
<td>Director of Finance of Glencliff Home</td>
</tr>
<tr>
<td>3 Bret Mason</td>
<td>NHH, Chief Financial Officer</td>
</tr>
<tr>
<td>4 Donna Ferland</td>
<td>NHH, Finance Director.</td>
</tr>
<tr>
<td>5 Carol Delisle</td>
<td>NHH, Assistant-Chief Nursing Officer</td>
</tr>
</tbody>
</table>

*The Department anticipates presenting a contract for this vendor at a future G&C date.*
<table>
<thead>
<tr>
<th>CareerStaff Unlimited, LLC</th>
<th>Cell Staff, LLC</th>
<th>Compunnel Software Group, Inc.</th>
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<td>38</td>
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<tr>
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<tr>
<td>Compu-Vision Consulting, Inc.</td>
<td>CMG CIT Acquisition, LLC Inc.</td>
<td>Cross Country Staffing, Inc.</td>
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<td>93</td>
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</table>

*Not Applicable - No Cost Proposal for RFA*

* - The Department anticipates presenting a contract for this vendor at a future G&C date.
<table>
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<td>106</td>
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</table>

* - The Department anticipates presenting a contract for this vendor at a future G&C date.

Not Applicable - No Cost Proposal for RFA
<table>
<thead>
<tr>
<th>Maxim Healthcare Staffing Services, Inc.</th>
<th>Medical Solution's L.L.C.</th>
<th>Resource Logistics, Inc.</th>
<th>ShareSTAFF LLC</th>
<th>SHC Services, Inc.</th>
<th>Sunbelt Staffing, LLC</th>
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<tbody>
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<td>121</td>
<td>115</td>
</tr>
<tr>
<td>Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)</td>
<td>Supplemental Medical Services, Inc. dba StaffLink</td>
<td>Tryfacta, Inc.</td>
<td>Virtelligence, Inc.</td>
<td>Worldwide Travel Staffing, Limited</td>
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<td>126</td>
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</tbody>
</table>

*Not Applicable - No Cost Proposal for RFA*
Subject: Temporary Staff Services (RFA-2024-NHH-01-TEMPO-16)

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

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

GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1. IDENTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 State Agency Name</td>
</tr>
<tr>
<td>1.2 State Agency Address</td>
</tr>
<tr>
<td>1.3 Contractor Name</td>
</tr>
<tr>
<td>1.4 Contractor Address</td>
</tr>
<tr>
<td>1.5 Contractor Phone Number</td>
</tr>
<tr>
<td>1.6 Account Number</td>
</tr>
<tr>
<td>1.7 Completion Date</td>
</tr>
<tr>
<td>1.8 Price Limitation</td>
</tr>
</tbody>
</table>

| 1.9 Contracting Officer for State Agency | Robert W. Moore, Director |
| 1.10 State Agency Telephone Number | (603) 271-9631 |
| 1.11 Contractor Signature | Leo R. Blatz, Chief Executive Officer |
| 1.12 Name and Title of Contractor Signatory | Date: 6/5/2023 |
| 1.13 State Agency Signature | Ellen Marie Lapointe, Executive Officer |
| 1.14 Name and Title of State Agency Signatory | Date: 6/6/2023 |

1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
By: Director, On:

1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)
By: , On: 6/7/2023

1.17 Approval by the Governor and Executive Council (if applicable)
G&C Item number: , G&C Meeting Date:

Contractor Initials
Date 6/7/2023
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 [Ir] 
Date 5/5/2023
8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):  
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.
8.3 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.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise excepted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the
Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.
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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions
   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
       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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 (“Effective Date”).
   1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
       3.3. The parties may extend the Agreement for up to four (4) additional years' from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
   1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
       12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
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EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Temporary Staff to support New Hampshire Hospital (NHH) and Glencliff Home (Glencliff) at both locations as needed. Temporary Staff are defined to include the following positions:

   - Registered Nurses (RNs);
   - Licensed Practical Nurses (LPNs);
   - Licensed Nursing Assistants (LNAs);
   - Mental Health Workers (MHWs); and
   - Psychiatric Social Workers (PSWs).

1.2. The Contractor must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

   - Valid applicable licenses issued in New Hampshire.
   - Resumes.
   - CPR certification, as required by state law.
   - Proof of pre-employment screening which includes, but is not limited to:
     - COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.
     - A physical as applicable by state law which includes, but is not limited to the following immunizations:
       - Hepatitis B.
       - Influenza.
       - MMR.
       - Varicella (chickenpox).
       - Tetanus, diphtheria, pertussis.
       - TB skin test (Quantiferon TB gold).
       - Criminal background check(s) required in Section 1.13.
   - At least three (3) professional references.
   - Drug screening as applicable.

1.3. The Contractor must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited
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to:

1.3.1. License renewals.
1.3.2. CPR recertification.
1.3.3. Covid-19 vaccinations or appropriate exemptions.
1.3.4. Influenza vaccinations or appropriate exemptions.

1.4. The Contractor must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:

1.4.1. Specific information regarding infection prevention.
1.4.2. Client confidentiality, including but not limited to signature for compliance with the Health Insurance Portability and Accountability Act (HIPAA).
1.4.3. Medical records and other documentation practices.
1.4.4. Completion of the required Department Information and Security Privacy Training(s).
1.4.5. Policies and procedures of NHH and Glencliff that all Temporary Staff must read, attest to, and comply with.
1.4.6. Safety and emergency protocols including, but not limited to "Cues to Crisis" training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.

1.5. The Contractor must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

1.6. RN and LPN Position Requirements

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

1.6.1.1. Conducting physical assessments, including psychiatric or admission assessments.
1.6.1.2. Administering medication(s).
1.6.1.3. Processing of physician orders.
1.6.1.4. Monitoring vital signs.
1.6.1.5. Testing blood glucose levels.
1.6.1.6. Completing treatments.
1.6.1.7. Conducting pain assessments.
1.6.1.8. Changing dressings.
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1.6.1.9. Providing venipuncture services.

1.6.1.10. Management of the milieu.

1.6.1.11. Utilizing the electronic health record (EHR) of NHH and Glencliff to obtain clinical information and to document patient care.

1.6.1.12. Communicating both verbally and in writing to report related findings.

1.6.1.13. In accordance with Department policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

1.7. LNA Position Requirements

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

1.7.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.

1.7.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.

1.7.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.

1.7.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.

1.7.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

1.8. MHW Position Requirements

1.8.1. The Contractor must provide MHWs who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:

1.8.1.1. Assisting in admission procedures.

1.8.1.2. Searching for contraband.
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1.8.1.3. Orienting the patient to the unit/hospital environment.
1.8.1.4. Identifying and recording patient valuables.
1.8.1.5. Completing documentation requirements.
1.8.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
1.8.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
1.8.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
1.8.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
1.8.1.10. Utilizing a supportive approach with anxious and agitated patients.
1.8.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
1.8.1.12. Demonstrating basic knowledge of patient histories and conditions.
1.8.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
1.8.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
1.8.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
1.8.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
1.8.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
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1.8.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.

1.8.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

1.8.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.

1.8.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.

1.8.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.9. PSW Position Requirements

1.9.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:

1.9.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.

1.9.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.

1.9.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.

1.9.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.

1.9.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.

1.9.1.6. Providing individual, family and group therapy on assigned
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cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.

1.9.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.

1.9.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

1.9.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.

1.9.1.10. Supervising, assigning and carrying out NHH and Glencliff Transportation Services for patients to appointments.

1.9.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.

1.9.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH and Glencliff policies and the Health Engagement Model (HEM).

1.9.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.

1.9.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.

1.9.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.

1.9.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms.
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and reports.

1.9.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.

1.9.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.

1.9.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.

1.9.1.20. Assisting in covering social service needs throughout NHH as they arise.

1.10. Temporary Staffing Requirements

1.10.1. The Contractor must coordinate the staffing needs of NHH/Glencliff and the available Temporary Staff.

1.10.2. The Contractor must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.

1.10.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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

1.10.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.

1.10.6. The Contractor will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.

1.10.7. The Contractor must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.

1.10.8. The Contractor must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with
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an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.

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

1.10.10. The Contractor must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.

1.10.11. In the event the Contractor is unable to fulfill replacement staffing described in Paragraph 1.10.9, the Contractor must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Contractor's alternative staffing solution.

1.10.12. The Contractor must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.

1.10.13. The Contractor must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

1.10.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from Glencliff or NHH with or without cause.

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

1.11. Compensation

1.11.1. The Contractor will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the rate schedule found in Exhibit C, Payment Terms. Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glencliff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glencliff Home.

1.12. Compliance

1.12.1. The Contractor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and
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procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

1.12.2. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:

1.12.2.1. Site visits.
1.12.2.2. File reviews.
1.12.2.3. Staff training.

1.13. Background Checks

1.13.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.13.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
1.13.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.


1.14.1. Contractor End Users, as defined in Exhibit D, DHHS Information Security Requirements authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, must:

1.14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
1.14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
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1.14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.5. Only use equipment, software, or subscription(s) authorized by the Department’s Information Security Office or designee;

1.14.1.6. Not install non-standard software on any Department equipment unless authorized by the Department’s Information Security Office or designee;

1.14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”

1.14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.14.1.9. Agree when utilizing the Department’s email system:

1.14.1.9.1. To only use a Department email address assigned to them with a “@ affiliate.DHHS.NH.Gov”.

1.14.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.14.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”
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1.14.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.14.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.


1.14.1.13. Agree End User’s will only access the Department’s intranet to view the Department’s Policies and Procedures and Information Security webpages.

1.14.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Agree to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor must notify the Department’s Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements which is attached hereto and incorporated by reference herein.

3. Additional Terms

RFA-2024-NHH-01-TEMPO-16
Worldwide Travel Staffing, Limited

Contractor Initials 6/5/2023
3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Credits and Copyright Ownership

3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “The preparation of this (report, document etc.) was financed under an 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.”

3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.2.3.1. Brochures.
3.2.3.2. Resource directories.
3.2.3.3. Protocols or guidelines.
3.2.3.4. Posters.
3.2.3.5. Reports.

3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical 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.

4.1.2. All records must 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
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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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
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Payment Terms

1. This Agreement is one (1) of multiple Agreements to provide Temporary Staffing Services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the price limitation identified in Form P-37, General Provisions, Block 1.8, Price Limitation is shared among all Agreements and not exclusively assigned to any one Contractor.

2. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. Shared price limitation amounts allocated per State Fiscal Year (SFY) are as follows:

<table>
<thead>
<tr>
<th>SFY 2024</th>
<th>SFY 2025</th>
<th>Shared Price Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$2,010,000</td>
<td>$1,760,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$3,770,000</td>
</tr>
</tbody>
</table>

3. This Agreement is funded by:
   3.1. 31% General funds.
   3.2. 69% Other funds (Agency Income, Agency Fees & Intra-Department Transfer).

4. For the purposes of this Agreement the Department has identified:
   4.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.

5. Payment shall be for services provided and hours worked in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables 1-10 below:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>
### New Hampshire Department of Health and Human Services
Temporary Staff Services

#### EXHIBIT C

**Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$90.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$91.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$92.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$93.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$94.00</td>
</tr>
</tbody>
</table>

**Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

**Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$35.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$36.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$37.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$38.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$39.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

**Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), Glencliff**

RFA-2024-NHH-01-TEMPO-16 C-2.0 Contractor Initials [LRD]

Worldwide Travel Staffing, Limited Page 2 of 7 Date 6/5/2023
New Hampshire Department of Health and Human Services  
Temporary Staff Services

**EXHIBIT C**

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 6: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Shifts</td>
<td>$36.00</td>
</tr>
</tbody>
</table>

Table 7: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7:30 to 4:30, Monday through Friday</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:15 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:15 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:15 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:15 p.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:15 p.m.</td>
<td>$83.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:15 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 9: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$80.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$81.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$82.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$82.00</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

<table>
<thead>
<tr>
<th></th>
<th>Weekend, 2:45 p.m. – 11:00 p.m.</th>
<th>$83.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

Table 10: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

<table>
<thead>
<tr>
<th>Id</th>
<th>Shift</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Weekday, 6:45 a.m. – 3:00 p.m.</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>Weekday, 2:45 p.m. – 11:00 p.m.</td>
<td>$71.00</td>
</tr>
<tr>
<td>3</td>
<td>Weekday, 10:45 p.m. – 7:00 a.m.</td>
<td>$72.00</td>
</tr>
<tr>
<td>4</td>
<td>Weekend, 6:45 a.m. – 3:00 p.m.</td>
<td>$73.00</td>
</tr>
<tr>
<td>5</td>
<td>Weekend, 2:45 p.m. – 11:00 p.m.</td>
<td>$74.00</td>
</tr>
<tr>
<td>6</td>
<td>Weekend, 10:45 p.m. – 7:00 a.m.</td>
<td>$74.00</td>
</tr>
</tbody>
</table>

5.1. All hourly rates are inclusive of the Contractor's administrative costs and mileage and travel expenses of staff, and will be paid for hours worked.

5.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glencliff, the Department will:

5.2.1. Pay the Contractor a placement fee of $2,500 if the staff member has provided services on a temporary basis for the Short-term rate.

5.2.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.

5.3. Shift rate and holiday differentials will apply as follows:

5.3.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.

5.3.2. Weekend rates at Glencliff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday.

5.3.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 p.m. – 7:00 a.m. shift at Glencliff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 p.m. – 11:00 p.m. shift at...
New Hampshire Department of Health and Human Services  
Temporary Staff Services

EXHIBIT C

Glenciff on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glenciff on the eve of the holiday and end with 2:45 p.m. - 11:15 p.m. shift at NHH and with the 2:45 pm - 11:00 pm shift at Glenciff on the day of the holiday.

5.3.4. MHW and PSW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm - 7:15am shift on the eve of the following holidays and end with the 2:45pm - 11:15pm shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 2:45pm - 11:16pm shift on the eve of the holiday and end with the 10:45pm - 7:15am shift on the day of the holiday.

<table>
<thead>
<tr>
<th>New Year's Eve and Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Independence Day</td>
</tr>
</tbody>
</table>

6. Break and meal allowances will apply as follows:

6.1.1. Each shift includes two (2) paid fifteen (15) minute breaks.

6.1.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

6/5/2023
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

7.6. Is assigned an electronic signature, includes supporting documentation, and is emailed or mailed to:

7.6.1. NHH invoices may be e-mailed to: NHHFinancialSer@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
121 So. Fruit St
Concord, NH 03301

9.6.2 Glencliff invoices may be emailed to:
Glencliff.AP@dhhs.nh.gov or mailed to:
Financial Manager
Glencliff Home
PO Box 76
Glencliff, NH 03238

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, lll-b, pertaining to charitable organizations receiving support of $1,000,000 or more.
New Hampshire Department of Health and Human Services
Temporary Staff Services

EXHIBIT C

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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 1980 (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 1986 (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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1.1. 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;

1.2. Establishing an ongoing drug-free awareness program to inform employees about
1.2.1. The dangers of drug abuse in the workplace;
1.2.2. The grantee’s policy of maintaining a drug-free workplace;
1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

1.3. 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);

1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
1.4.1. Abide by the terms of the statement; and
1.4.2. 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;

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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 the convicted employee was working, unless the Federal agency

Thousands

Exhibit D – Certification regarding Drug Free Workplace Requirements
Page 1 of 2

Vendor initials 6/5/2023
New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted:

1.6.1. 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.

1.6.2. 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;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. 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)

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

Vendor Name: Worldwide Travel Staffing, Limited

6/5/2023
Date

Name: Leo R. Blatz
Title: Chief Executive Officer
CERTIFICATION REGARDING LOBBYING

The Vendor 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

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 subcontractor), 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-1.)

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.

Vendor Name: Worldwide Travel Staffing, Limited

[Signature]
Name: Leo K. Blatz
Title: Chief Executive Officer

6/5/2023
Date

Vendor Initials

Page 1 of 1
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
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its
principals:
11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or
voluntarily excluded from covered transactions by any Federal department or agency;
11.2. 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;
11.3. 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 (l)(b)
of this certification; and
11.4. 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.

12. 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
13. 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:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or
voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. 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).

14. 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 Name: Worldwide Travel Staffing, Limited

6/5/2023
Date

Name: Leo K. Blatz
Title: Chief Executive Officer

Exhibit F - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - 6/5/2023
CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS

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:

Contractor will comply, and will require any grantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, or sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

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.

Exhibit G

Contractor Initials

[Signature]

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6/5/2023

Date
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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 comply with the provisions indicated above.

Contractor Name: Worldwide Travel Staffing, Limited

6/5/2023

Date

[Signature]

Name: Leo R. Blatz
Title: Chief Executive Officer
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 Name: Worldwide Travel Staffing, Limited

6/5/2023

Date

Name: Leo R. Blatz
Title: Chief Executive Officer
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principal place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
   10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
   10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Worldwide Travel Staffing, Limited

6/5/2023

Date

[Signature]
Leo R. Blatz
Name: Leo R. Blatz
Title: Chief Executive Officer
FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: GQJMKCF85MM8

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   
   X NO YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 13(f) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   
   NO YES

   If the answer to #3 above is YES, stop here
   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:
   
   Name: __________________________ Amount: ______________

   Name: __________________________ Amount: ______________

   Name: __________________________ Amount: ______________

   Name: __________________________ Amount: ______________

   Name: __________________________ Amount: ______________

   (Contractor Initials)

   Date 6/5/2023
A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning as "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data, and changes to system hardware, firmware, or software characteristics without the owner’s knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
New Hampshire Department of Health and Human Services
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DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information:

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative thereof disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antiharmer, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
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DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State’s
Chief Information Officer in the detection of any security vulnerability of the hosting
infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its
sub-contractor systems), the Contractor will maintain a documented process for
securely disposing of such data upon request or contract termination; and will
obtain written certification for any State of New Hampshire data destroyed by the
Contractor or any subcontractors as a part of ongoing, emergency, and or disaster
recovery operations. When no longer in use, electronic media containing State of
New Hampshire data shall be rendered unrecoverable via a secure wipe program
in accordance with industry-accepted standards for secure deletion and media
sanitization; or otherwise physically destroying the media (for example,
degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines
for Media Sanitization, National Institute of Standards and Technology, U. S.
Department of Commerce. The Contractor will document and certify in writing at
time of the data destruction, and will provide written certification to the Department
upon request. The written certification will include all details necessary to
demonstrate data has been properly destroyed and validated. Where applicable,
regulatory and professional standards for retention requirements will be jointly,
evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this
Contract, Contractor agrees to destroy all hard copies of Confidential Data using a
secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this
Contract, Contractor agrees to completely destroy all electronic Confidential Data
by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any
derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department
confidential information collected, processed, managed, and/or stored in the delivery
of contracted services.

2. The Contractor will maintain policies and procedures to protect Department
confidential information throughout the information lifecycle, where applicable, (from
creation, transformation, use, storage and secure destruction) regardless of the
media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials

6/5/2023
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/d6it/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State’s Privacy Officer and the State’s Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

   b. safeguard this information at all times.

   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

- Limit disclosure of the Confidential Information to the extent permitted by law.
- Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- Only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- In all other instances, Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- Understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third-party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov