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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
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Lori A. Weaver
Interim Commissioner

Ellen M. Lapointe
Chief Executive Officer

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 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 upon Governor and Council approval, through June 30, 2025. 31% General Funds. 69% Other Funds (Agency Income, Agency Fees & Intra-Department Transfer).

Contractor Name	Vendor Code	Shared Price Limitation
Aya Healthcare, Inc. (San Diego, CA)	300930	$3,770,000
Focus-Staff Services LP (Dallas, TX)	441617	
International SOS Government Medical Services, Inc. (Houston, TX)	449642	
	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

State Fiscal Year	Class/ Account	Class Title	Job Number	Total Amount
2024	101-500729	Payments to Medical Providers	91000000	$510,000
2025	101-500729	Payments to Medical Providers	91000000	$510,000
			Subtotal	**$1,020,000**

05-95-094-940010-8750-102-500731, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

State Fiscal Year	Class/ Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Program Services	94050200	$1,500,000
2025	102-500731	Contracts for Program Services	94050200	$1,250,000
			Subtotal	**$2,750,000**
			Total	**$3,770,000**

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 Departments 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,

For Lori A. Weaver
Interim Commissioner

Project ID # RFA-2024-NHH-01-TEMPO

Project Title Temporary Staff Services

	Maximum Points Available	22nd Century Technologies, Inc.	All's Well, Inc. dba All's Well	Adelphi Medical Staffing, LLC	AHS Staffing LLC	Aya Healthcare, Inc	BayInfotech, LLC.
Technical							
Ability (Q1)	**45**	35	20	32	35	37	15
Experience (Q2)	**30**	25	25	15	24	25	20
Capacity (Q3)	**50**	45	15	25	42	45	32
Project Management (Q4)	**25**	23	15	15	17	22	22
TOTAL POINTS	**150**	**128**	**75**	**87**	**118**	**129**	**89**
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

CareerStaff Unlimited, LLC	Cell Staff, LLC	Compunnel Software Group, Inc.
38	40	30
28	16	28
40	30	42
20	13	22
126	**99**	**122**

Compu-Vision Consulting, Inc.	CMG CIT Acquisition, LLC	Cross Country Staffing, Inc.	cTrace Solutions, Inc.	Diskriter, Inc.	Focus-Staff Services LP
25	35	30	32	22	32
20	25	23	12	25	25
25	35	38	30	33	37
23	21	20	15	13	18
93	**116**	**111**	**89**	**93**	**112**

Not Applicable - No Cost Proposal for RFA

Health Advocates Network Inc. dba Staff Today	Healthcare Staffing Professionals, Inc.	Host Healthcare, Inc.	InstantServe LLC	International SOS Government Medical Services, Inc.	LanceSoft, Inc.
33	38	38	38	36	38
20	24	20	15	23	18
40	45	25	20	39	35
15	22	16	19	22	15
108	**129**	**99**	**92**	**120**	**106**
	Not Applicable - No Cost Proposal for RFA				

Maxim Healthcare Staffing Services, Inc.	Medical Solutions L.L.C.	Resource Logistics, Inc.	ShareSTAFF LLC	SHC Services, Inc.	Sunbelt Staffing, LLC
42	12	25	30	40	35
28	21	26	24	25	26
45	20	25	39	41	36
20	5	17	18	15	18
135	**58**	**93**	**111**	**121**	**115**

Sunburst Workforce Advisors, LLC. (Maxim Healthcare Staffing Services, Inc.)	Supplemental Medical Services, Inc. dba StaffLink	Tryfacta, Inc.	Virtelligence, Inc.	Worldwide Travel Staffing, Limited
32	25	40	25	35
27	15	26	14	26
25	13	41	20	40
20	10	19	10	22
104	**63**	**126**	**69**	**123**

Not Applicable - No Cost Proposal for RFA

FORM NUMBER P-37 (version 12/11/2019)

Subject: Temporary Staff Services (RFA-2024-NHH-01-TEMPO-03)

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 Aya Healthcare, Inc.		1.4 Contractor Address 5930 Cornerstone Court West, #300 San Diego, CA 92121	
1.5 Contractor Phone Number 858-263-0845	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 Shared Price Limitation of $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 DocuSigned by: Peter Kaufman 5A8E021D6E424DA... Date: 6/23/2023		1.12 Name and Title of Contractor Signatory Peter Kaufman EVP	
1.13 State Agency Signature DocuSigned by: Ellen Marie Lapointe 46806801E0E8428... Date: 6/23/2023		1.14 Name and Title of State Agency Signatory Ellen Marie Lapointe 6/23/2023	
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: DocuSigned by: Robyn Guarino 748734844941460...		On: 6/26/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS PK
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 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.

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Contractor Initials pk

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 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 omission of the

Contractor Initials PK

Date 6/23/2023

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 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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Contractor Initials PK

Date 6/23/2023

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.

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.

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.

1.8.1.14. Implementing individualized plans of care by reinforcing treatment goals during daily, continual interactions.

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

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 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. Department Owned Devices, Systems and Network Usage

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 fulfilment 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."

DS.

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.

1.14.1.12. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

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 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

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:

	SFY 2024	SFY 2025	Shared Price Limitation
Total	**$2,010,000**	**$1,760,000**	**$3,770,000**

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

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

EXHIBIT C

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$90.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$91.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$92.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$92.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$93.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	$94.00

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

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

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	$35.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	$36.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	$37.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	$38.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	$39.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	$40.00

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

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Contractor Initials _____

Date 6/23/2023

Id	Shift	Hourly Rate
1	All Shifts	$36.00

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

Id	Shift	Hourly Rate
1	All Shifts	$36.00

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

Id	Shift	Hourly Rate
1	7:30 to 4:30, Monday through Friday	$75.00

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	$80.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	$81.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	$82.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	$82.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	$83.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	$84.00

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

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

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

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$70.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$71.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$72.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$72.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$73.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	$74.00

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 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.

New Year's Eve and Day		Labor Day
Martin Luther King Day	Memorial Day	Thanksgiving
President's Day	Independence Day	Christmas Eve and Day

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.

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 PE (DS)
Date 6/23/2023

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

DocuSigned by:
Peter Kaufman
5A0E021D0F494DA

Name: Peter Kaufman
Title: EVP

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: Aya Healthcare

6/23/2023
Date

DocuSigned by:
Peter Kaufman
5A8E92116E434DA...
Name: Peter Kaufman
Title: EVP

DS
PK
Vendor Initials

6/23/2023
Date

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: Aya Healthcare

DocuSigned by:
Peter Kaufman
5A8E021Q8E434DA

6/23/2023
Date

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 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. 38 (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.

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

DocuSigned by:
Peter Kaufman
3A3E021D6E434DA...
Name: Peter Kaufman
Title: EVP

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

DocuSigned by:
Peter Kaufman
Name: Peter Kaufman
Title: EVP

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: Aya Healthcare

6/23/2023
Date

DocuSigned by:
Peter Kaufman
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: TVNNU4H3C3D8

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.

2. "Computer Security Incident" shall have the same meaning "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

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.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

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

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 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.

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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 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

ACTION BY WRITTEN CONSENT
OF
THE SOLE DIRECTOR OF THE BOARD OF DIRECTORS
OF
AYA HEALTHCARE, INC.

The undersigned Chairman and sole Director of Aya Healthcare, Inc. (the "**Company**"), acting under applicable provisions of law, hereby approves the following resolutions and consents to their adoption without a meeting as though said resolutions were adopted at a duly convened meeting of the Board of Directors of the Company, effective as of May 11, 2023 at 5:00pm.

Authorized Signers

WHEREAS, it is advisable and in the best interest of the Company and its sole Shareholder to authorize the following individuals as authorized signers of the Company in order 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 related to potential workforce solution transaction for the Company and its wholly owned subsidiaries:

Laura MacNeel
Sophia Morris
Peter Kaufman

NOW, THEREFORE, BE IT RESOLVED, that the authorized signers listed above are hereby appointed as authorized signers of the Company effective as of May 11, 2023.

FURTHER RESOLVED, the authorized signers are, and each acting alone is hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as said person shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

FURTHER RESOLVED, this authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority.

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent of the Sole Director of the Board of Directors of the Company in lieu of a meeting as of the date first set forth above.

Alan Braynin
Director & Chairman of the Board
Signed: June 20, 2023

DocuSign Envelope ID: 3D9F19F7-8417-4C02-8242-2FF00F48D266

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/10/2023

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 Baton Rouge, LA-Hub International Gulf South 8550 United Plaza Blvd Suite 500 Baton Rouge LA 70809	**CONTACT NAME:** Katy Cavin **PHONE (A/C, No, Ext):** 800-789-7365 **FAX (A/C, No):** 225-218-2401 **E-MAIL ADDRESS:** katy.cavin@hubinternational.com
INSURED AYAHEAL-03 Aya Healthcare, Inc 5930 Cornerstone Court West, Suite 300 San Diego CA 92121	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : AIU Insurance Company — 19399 INSURER B : Ironshore Specialty Company — 25445 INSURER C : Homesite Insurance Company — 17221 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 33197807 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HC7CACQJ6J001	3/2/2023	3/2/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			HC7CACQJ6J001	3/2/2023	3/2/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			PMC-141291940-00	3/2/2023	3/2/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 013759835 WC 013759836 WC 013759837	7/29/2022 7/29/2022 7/29/2022	7/29/2023 7/29/2023 7/29/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Medical Professional Liability			HC7CACQJ6J001	3/2/2023	3/2/2024	$1,000,000 Per Claim $3,000,000 Aggregate	

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

APPLICABLE TO VIRGINIA ONLY

Effective 7/1/22 Virginia Limits are $2,550,000 each claim and $7,650,000 aggregate. Effective 7/1/23 Virginia limits are $2,600,000 each claim and $7,800,000 aggregate.

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

FORM NUMBER P-37 (version 12/11/2019)

Subject: Temporary Staff Services (RFA-2024-NHH-01-TEMPO-08)

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 Focus Staff Services LP		1.4 Contractor Address 10440 East Northwest Hwy Dallas, TX 75238	
1.5 Contractor Phone Number (469) 200-6945	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 DocuSigned by: Tom Miller E8E3A10C8A304B7... Date: 6/23/2023		1.12 Name and Title of Contractor Signatory Tom Miller CRO	
1.13 State Agency Signature DocuSigned by: Ellen Marie Lapointe 46066001F0E8428... Date: 6/23/2023		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: DocuSigned by: Robyn Guarino 74873484... On: 6/26/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS TM
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 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.

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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 omission of the

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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 DS TM

Date 6/23/2023

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.

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.

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.

1.8.1.14. Implementing individualized plans of care by reinforcing treatment goals during daily, continual interactions.

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

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 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. Department Owned Devices, Systems and Network Usage

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 fulfilment 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."

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.

1.14.1.12. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

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 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.

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:

	SFY 2024	SFY 2025	Shared Price Limitation
Total	**$2,010,000**	**$1,760,000**	**$3,770,000**

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

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

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$90.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$91.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$92.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$92.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$93.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	$94.00

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

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

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	$35.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	$36.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	$37.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	$38.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	$39.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	$40.00

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

Id	Shift	Hourly Rate
1	All Shifts	$36.00

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

Id	Shift	Hourly Rate
1	All Shifts	$36.00

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

Id	Shift	Hourly Rate
1	7:30 to 4:30, Monday through Friday	$75.00

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	$80.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	$81.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	$82.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	$82.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	$83.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	$84.00

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

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

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

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$70.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$71.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$72.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$72.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$73.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	$74.00

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 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.

New Year's Eve and Day		Labor Day
Martin Luther King Day	Memorial Day	Thanksgiving
President's Day	Independence Day	Christmas Eve and Day

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.

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 TM (DS)

Date 6/23/2023

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

DocuSigned by:
Tom Miller

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, 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: Focus Staff Services, LP

DocuSigned by:
Tom Miller

6/23/2023
Date

Name: Tom Miller
Title: CRO

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 TM (DS)

Date 6/23/2023

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
Date

DocuSigned by:
Tom Miller
Name: Tom Miller
Title: CRO

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Contractor Initials

6/23/2023
Date

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. 38 (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.

DS

Contractor Initials _____

Date 6/23/2023

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: Focus Staff Services, LP

6/23/2023
Date

DocuSigned by:
Tom Miller
E8E3A12C0A304B7...
Name: Tom Miller
Title: CRO

DS
TM
Contractor Initials

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

DocuSigned by:
Tom Miller

6/23/2023
Date

Name: Tom Miller
Title: CRO

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

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS
TM

Contractor Initials
Date 6/23/2023

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: Focus Staff Services, LP

6/23/2023
Date

DocuSigned by:
Tom Miller
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: _____

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.

2. "Computer Security Incident" shall have the same meaning "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

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.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

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

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 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.

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 State

CERTIFICATE

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

I, Kyle Rhodes, 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 Focus Staff LP.
(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 _____, 20____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Tom Miller, Chief Revenue Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Focus Staff LP 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: 6/5/2023

Signature of Elected Officer
Name: Kyle Rhodes
Title: CEO | Founder

DocuSign Envelope ID: 4FBB3E95-089A-4837-B8F2-1C5EA7E6951B

FOCUSSTA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/5/2023

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

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

PRODUCER	CONTACT NAME: Cindy Staley
Commercial Lines - (813) 639-3000 USI Insurance Services LLC 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813-320-0107 FAX (A/C, No): E-MAIL ADDRESS: Cindy.Staley@usi.com; alexa.diaz@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Focus Staff Services, LP
10440 E Northwest Hwy.
Dallas, TX 75238

COVERAGES **CERTIFICATE NUMBER:** 15734231 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2420028	06/05/2022	08/01/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X OTHER: Stop Gap $1,000,000 limit						Per Project/Location Agg	$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Medical Professional Liability			PHPK2420028	06/05/2022	08/01/2023	2,000,000 Each Claim 4,000,000 Aggregate 5,000 Deductible	

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

CERTIFICATE HOLDER

Department of Health and Human Services
129 Pleasant Street
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

DocuSign Envelope ID: 4FBB3E95-089A-4837-B8F2-1C5EA7E6951B

FOCUSSTA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2023

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

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

PRODUCER	CONTACT NAME: Cindy Staley
Commercial Lines - (813) 639-3000 USI Insurance Services LLC 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext): 813-639-3000 FAX (A/C, No): E-MAIL ADDRESS: Cindy.Staley@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Focus Staff Services, LP 10440 E Northwest Hwy. Dallas, TX 75238	INSURER A: Philadelphia Indemnity Insurance Company	18058
	INSURER B: Praetorian Insurance Company	37257
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15718179 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC X OTHER: Stop Gap $1,000,000 limit			PHPK2420028	06/05/2022	06/05/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project/Location Agg	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WHC0200163	8/1/2022	8/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Proof of coverage

CERTIFICATE HOLDER	CANCELLATION
St 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

FORM NUMBER P-37 (version 12/11/2019)

Subject: Temporary Staff Services (RFA-2024-NHH-01-TEMPO-10)

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 International SOS Government Medical Services, Inc.		1.4 Contractor Address 1201 Louisiana Street, Suite 500, Houston, TX 77002	
1.5 Contractor Phone Number (215) 730-3636	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 DocuSigned by: Martin Rudd 1DBED7DF07B9410... Date: 6/21/2023		1.12 Name and Title of Contractor Signatory Martin Rudd CEO	
1.13 State Agency Signature DocuSigned by: Ellen Marie Lapointe 488068015058428... Date: 6/22/2023		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:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873484411460... On: 6/26/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS MR
Date 6/21/2023

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.

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Contractor Initials

Date 6/21/2023

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 omission of the

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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.

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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.

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:

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 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.

1.8.1.14. Implementing individualized plans of care by reinforcing treatment goals during daily, continual interactions.

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

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 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. Department Owned Devices, Systems and Network Usage

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 fulfilment 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."

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.

1.14.1.12. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

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 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

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:

	SFY 2024	SFY 2025	Shared Price Limitation
Total	**$2,010,000**	**$1,760,000**	**$3,770,000**

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

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

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$90.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$91.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$92.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$92.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$93.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	$94.00

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

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

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	$35.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	$36.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	$37.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	$38.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	$39.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	$40.00

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

Id	Shift	Hourly Rate
1	All Shifts	$36.00

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

Id	Shift	Hourly Rate
1	All Shifts	$36.00

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

Id	Shift	Hourly Rate
1	7:30 to 4:30, Monday through Friday	$75.00

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	$80.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	$81.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	$82.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	$82.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	$83.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	$84.00

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

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

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

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

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	$70.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	$71.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	$72.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	$72.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	$73.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	$74.00

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 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.

New Year's Eve and Day		Labor Day
Martin Luther King Day	Memorial Day	Thanksgiving
President's Day	Independence Day	Christmas Eve and Day

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.

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 MR (DS)
Date 6/21/2023

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 Svces

6/21/2023
Date

DocuSigned by:
Martin Rudd
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 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: International SOS Government Medical Svces

6/21/2023
Date

DocuSigned by:
Martin Rudd
Name: Martin Rudd
Title: CEO

DS MR
Vendor Initials

6/21/2023
Date

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

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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 Svces

DocuSigned by:
Martin Rudd
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6/21/2023
Date

Name: Martin Rudd
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;

- 28 C.F.R. pt. 38 (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.

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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: International SOS Government Medical Svces

6/21/2023
Date

DocuSigned by:
Martin Rudd
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

DocuSigned by:
Martin Rudd
Name: Martin 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.

DS
MR
Contractor Initials
Date 6/21/2023

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: International SOS Government Medical Svces

6/21/2023
Date

DocuSigned by:
Martin Rudd
Name: Martin Rudd
Title: CEO

Contractor Initials DS MR
Date 6/21/2023

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: EEANN2A3SSQ4

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: _____

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.

2. "Computer Security Incident" shall have the same meaning "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

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.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

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

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 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.

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 State

CERTIFICATE

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: May 26, 2023

Cyndi Baily
Signature of Elected Officer
Name:
Title:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/5/2023

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 NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN101364078-NAM-GAXW-22-23	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED International SOS Government Medical Services, Inc. 1200 Smith Street, Suite 1050 Houston, TX 77002	INSURER A : Syndicates 2623/623 at Lloyd's INSURER B : N/A — N/A INSURER C : N/A — N/A INSURER D : Travelers Indemnity Company of Connecticut — 25682 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CLE-006892978-07 **REVISION NUMBER:** 9

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			W28BB8230501	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 10,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X Medical Professional						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						Prof/Errors & Omissions	$ 10,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB5T088241	07/01/2023	07/01/2024	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

State of NH is included as an additional insured (except workers' compensation and Professional Liability) where required by written contract.

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 Inc.

From: Kinley, Lynn <Lynn.Kinley@internationalsosgs.us>
Sent: Tuesday, June 27, 2023 2:41 PM
To: Nachman, Corey <Corey.R.Nachman@dhhs.nh.gov>
Cc: Elibol, Sandra <Sandra.Elibol@internationalsosgs.us>; Aldinger, Julian S <Julian.Aldinger@marsh.com>
Subject: FW: [External] - RE: July 1, 2023 General Liability / Professional Liability / Medical Malpractice (GL/PL) Renewal Update

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Corey,

Please see status of the COI and let me know if this is sufficient.

Regards,

Lynn

LYNN KINLEY

Director, Contracts and Compliance | Government Medical Services

International SOS Government Medical Services, Inc.

m +1 215 730 3636

e Lynn.Kinley@internationalsosgs.us

From: Aldinger, Julian S <Julian.Aldinger@marsh.com>
Sent: Tuesday, June 27, 2023 12:15 PM
To: Kinley, Lynn <Lynn.Kinley@internationalsosgs.us>; Elibol, Sandra <Sandra.Elibol@internationalsosgs.us>;
Subject: RE: [External] - RE: July 1, 2023 General Liability / Professional Liability / Medical Malpractice (GL/PL) Renewal Update

Hi Lynn,

Regarding the below – Please note we are working to renew the insurance required under this contract, and fully expect renewal coverage to be in place on July 1, 2023. We do not yet have the information needed to provide an updated COI. An updated COI should be available within 10 business days. Please accept this note as confirmation in the meantime. Feel free to contact me with any questions.

Sincerely,

Julian Aldinger, CPCU, ARM-E

Vice President

Marsh | Three Logan Square 1717 Arch Street, Suite 1100, Philadelphia, PA 19103

Office +1 215 246 1407 | Mobile +1 267 825 3243 | Julian.Aldinger@marsh.com

www.marsh.com | Marsh Inc.

Marsh

From: Kinley, Lynn <Lynn.Kinley@internationalsosgs.us>
Sent: Wednesday, June 21, 2023 1:22 PM
To: Aldinger, Julian S <Julian.Aldinger@marsh.com>; Elibol, Sandra <Sandra.Elibol@internationalsosgs.us>;
Subject: RE: [External] - RE: July 1, 2023 General Liability / Professional Liability / Medical Malpractice (GL/PL) Renewal Update

Julian,

We will also need a COI or a statement from Marsh by 27 June for the New Hampshire Department of Health and Human Services - Temporary Staff Services (#25 on the pipeline) in order to receive the award. We have provided them a sample COI reflecting coverage through 30-JUN-2023 and will need to provide updated documentation.

I understand we are in the process of renewing and selecting coverage, but the NH state requirement is a hard requirement for award. Please advise how we can accomplish this.

Thank you,

Lynn

LYNN KINLEY

Director, Contracts and Compliance | Government Medical Services

International SOS Government Medical Services, Inc.

m +1 215 730 3636

e Lynn.Kinley@internationalsosgs.us