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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HAMPSTEAD HOSPITAL & RESIDENTIAL TREATMENT FACILITY

Lori A. Weaver
Commissioner

218 EAST ROAD, HAMPSTEAD, NH 03841
603-329-5311 Fax: 603-329-5529 www.dhhs.nh.gov

Justin Looser
Chief Executive Officer

August 13, 2024

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, Hampstead Hospital & Residential Treatment Facility, to enter into **Sole Source** amendments to existing contracts with the Contractors listed below for Temporary Staffing for Hampstead Hospital & Residential Treatment Facility, by increasing the total shared price limitation by \$880,000 from \$320,000 to \$1,200,000 with no change to the contract completion date of June 30, 2025, effective upon Governor and Council approval. 33.33% General Funds. 66.67% Other Funds (Agency Income).

The original contracts were approved by Governor and Council on June 26, 2024, item #25.

Contractor Name	Vendor Code	Current Shared Price Limitation	Increase (Decrease) Amount	Revised Shared Price Limitation
AB Staffing Solutions, LLC (Gilbert, AZ)	499826	\$320,000	\$880,000	\$1,200,000
Amergis Healthcare Staffing, Inc. (Columbia, MD)	438253			
Total		\$320,000	\$880,000	\$1,200,000

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

05-95-98-980010-2648 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: HAMPSTEAD HOSPITAL, HAMPSTEAD HOSPITAL OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	102-500731	Contracts for Prog Svc	98000102	\$320,000	\$880,000	\$1,200,000
Total				\$320,000	\$880,000	\$1,200,000

EXPLANATION

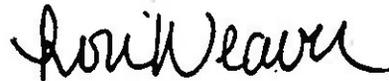
This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractors are the current temporary staffing service providers at Hampstead Hospital & Residential Treatment Facility (HHRTF). During the recent transition of behavioral health service providers at HHRTF, the Department entered into these agreements, which were previously subcontracted by the prior behavioral health service provider at HHRTF, to avoid any gap in these critical services.

Since the transition of over 170 employees from Wellpath to State employment it is a goal to operate with full-time employed positions. Hampstead is not immune to the current health care staffing crisis and will need to at times rely on contract labor to address fluctuating staffing needs and ensure continuous high-quality patient care. The healthcare industry experiences variable demand due to seasonal illnesses, patient surges, or unexpected staff shortages. Contract labor allows Hampstead to quickly fill gaps with skilled professionals to continue to allow for increased access to psychiatric care and alleviate ED boarding times. It is of note also that Hampstead has been able to employ 15% of it's travelers onto full time state employment after their contract ends and has been a pipeline for temporary to full time employment.

Should the Governor and Executive Council not authorize this request, the existing funding will be exhausted prior to the completion date of the contracts, leading to inadequate staffing levels. Lack of staffing may result in a reduction in the number of beds available to clients per the state-mandated staffing ratios, which could potentially increase the number of patients on the HHRTF waitlist.

In the event the Other Funds become no longer available, additional General Funds may be requested to support this program.

Respectfully submitted,



Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Temporary Staffing for Hampstead Hospital & Residential Treatment Facility contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and AB Staffing Solutions, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 26, 2024 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,200,000 Shared Price Limitation

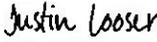
All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/14/2024

Date

Signed by:

11BE0E17E834A0
Name: Justin Looser
Title: CEO

AB Staffing Solutions, LLC

8/13/2024

Date

Signed by:

A75E9658CBAB42E...
Name: Vony Middlebrooks
Title: Senior VP of Recruitment

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

OFFICE OF THE ATTORNEY GENERAL

8/14/2024

Date

DocuSigned by:
Robyn Guarino
748734844941480

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AB STAFFING SOLUTIONS, LLC is a Arizona Limited Liability Company registered to transact business in New Hampshire on December 19, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 918817

Certificate Number: 0006698441



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of June A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I Samuel Shelton, 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 AB Staffing Solutions, LLC.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 3rd, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Vony Middlebrooks, Senior Vice President of Recruitment (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of AB Staffing Solutions, LLC 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: 07/30/2024



Signature of Elected Officer
Name: Samuel Shelton
Title: Chief Sales Officer

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/04/2024

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

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

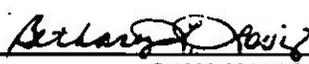
PRODUCER USI Insurance Services, LLC 2375 E.Camelback Rd. Suite 250 Phoenix, AZ 85016	CONTACT NAME: Isai Gomez PHONE (A/C, No, Ext): 602-374-1341 E-MAIL ADDRESS: isai.gomez@usi.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED AB Staffing Solutions, LLC 3451 South Mercy Road, Ste 102 Gilbert, AZ 85297	INSURER A: Philadelphia Indemnity Insurance Co.	NAIC # 18058
	INSURER B: Alaska National Insurance Company	38733
	INSURER C: Old Republic Insurance Company	24147
	INSURER D: Certain Underwriters at Lloyds of Londo	15642N
	INSURER E: Houston Casualty Company	42374
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PHPK2628641	12/01/2023	12/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$200,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	PHPK2628641	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	PHUB890902	12/01/2023	12/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) <input checked="" type="checkbox"/> Y		N/A	23LWS12375 (AOS)	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC31812423	12/01/2023	12/01/2024	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Sexual Abuse/Mol			MR237692	07/30/2023	07/30/2024	*See Desc. of Ops
A	Professional Liab			PHPK2628641	12/01/2023	12/01/2024	**See Desc. of Ops
A	Crime			PHPK2628641	12/01/2023	12/01/2024	***See Desc. of Ops

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *Sexual Abuse/Mol. \$1,000,000/\$2,000,000, \$50,000 Retention, Retro: 7/30/2022 (prior retro date of 6/30/21 applies to \$1,000,000/\$1,000,000 limits)
 **Staffing Errors & Omissions (Medical Malpractice Excluded)- \$1,000,000 Each Claim/\$3,000,000 Aggregate/\$5,000 Deductible
 ***Crime/Employee Dishonesty - \$1,000,000 Limit/\$5,000 Deductible; Client Property - \$1,000,000 (See Attached Descriptions)

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 
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DESCRIPTIONS (Continued from Page 1)

Limit/\$5,000 Deductible

- Insurer E: Cyber Liability Policy # H23NGP21273501: Effective 01/14/2023 to 07/01/2024;

\$3,000,000 Aggregate/\$100,000 Deductible; Retro Date: Full Prior Acts; Knowledge Date: 01/14/2022

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, and any others listed below, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policies contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability and Automobile Liability policies provide a Waiver of Subrogation when required by written contract. The Workers Compensation policy (23LWS12375) provides a Waiver of Subrogation for the State of California when required by written contract. Aggregate limits apply per project. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier. General Liability, Automobile Liability, Workers Compensation and Professional Liability are in the underlying schedule of the Umbrella policy.

ARC

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HAMPSTEAD HOSPITAL & RESIDENTIAL TREATMENT FACILITY

Lori A. Weaver
Commissioner

Justin M. Looser
Chief Executive Officer

218 EAST ROAD, HAMPSTEAD, NH 03841
603-329-5311 Fax: 603-329-5529 www.dhhs.nh.gov

June 10, 2024

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, Hampstead Hospital and Residential Treatment Facility (Hampstead Hospital), to enter into **Sole Source** contracts with the contractors listed below in an amount not to exceed a total shared price limitation of \$320,000 for temporary staffing, with the option to renew for up to three (3) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2025. 33.33% General Funds. 66.67% Other Funds (Agency Income).

Contractor Name	Vendor Code	Shared Price Limitation
AB Staffing Solutions, LLC (Gilbert, AZ)	499826	\$320,000
Amergis Healthcare Staffing, Inc. (Columbia, MD)	438253	
Total		\$320,000

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

05-95-98-980010-2648 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HAMPSTEAD HOSPITAL, HAMPSTEAD HOSPITAL OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	98000102	\$320,000
			Total	\$320,000

EXPLANATION

The Department presented a request to the Executive Council on May 15, 2024 (item #18A) to transition behavioral health service providers at Hampstead Hospital and Residential Treatment Facility (HHRTF). During this transition, the Department must also enter into contracts

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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for non-clinical and operational services that have been subcontracted to date by the prior behavioral health service provider at HHRTF. This request is **Sole Source** because HHRTF must avoid any gap in these services, and the Contractors are the current providers at HHRTF and therefore the only known vendors able to continue services without interruption. The Department will competitively procure for these services in the future.

The purpose of this request is to secure temporary staff, including registered nurses, mental health workers and psychiatric social workers, to support HHRTF.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, mental health workers and psychiatric social workers, to HHRTF, 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.

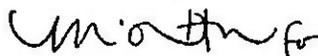
The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) 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 HHRTF. 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 HHRTF waitlist.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

Subject: Temporary Staffing for Hampstead Hospital & Residential Treatment Facility (SS-2025-HH-09-TEMPO)

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 AB Staffing Solutions, LLC		1.4 Contractor Address 3451 S. Mercy Road, Suite 102 Gilbert, AZ 85297	
1.5 Contractor Phone Number 866-817-5598	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$320,000 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: <i>Vony Middlebrooks</i> Date: 6/10/2024		1.12 Name and Title of Contractor Signatory Vony Middlebrooks Senior VP of Recruitment	
1.13 State Agency Signature DocuSigned by: <i>Justin M. Looser</i> Date: 6/10/2024		1.14 Name and Title of State Agency Signatory Justin M. Looser CEO	
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) DocuSigned by: By: <i>Robyn Quinn</i> On: 6/10/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *VM*
Date 6/10/2024

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2024 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to three (3) 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 12.5 as follows:

12.5. 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.

1.4. Paragraph 13, Indemnification, is amended by deleting it in its entirety and replacing it as follows:

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend (with counsel to be approved by the State), and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to Contractor's breach of this Agreement, its failure to discharge



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its duties and responsibilities set forth in this Agreement, or the negligence, gross negligence, or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in Paragraph 13 shall survive the termination of this Agreement.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide Temporary Staff to support Hampstead Hospital & Residential Treatment Facility (HHRTF) as needed. Temporary Staff are defined to include the following positions:
 - 1.1.1. Registered Nurses (RNs);
 - 1.1.2. Mental Health Workers (MHWs); and
 - 1.1.3. 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. A physical as applicable by state law which includes, but is not limited to the following immunizations:
 - 1.2.4.1.1. Hepatitis B.
 - 1.2.4.1.2. Influenza.
 - 1.2.4.1.3. Measles, Mumps, Rubella (MMR).
 - 1.2.4.1.4. Varicella (chickenpox).
 - 1.2.4.1.5. Tetanus, diphtheria, pertussis (Tdap).
 - 1.2.4.1.6. Tuberculosis B skin test (Quantiferon TB gold).
 - 1.2.4.2. Criminal background check(s) required in Section 1.11.
 - 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 HHRTF. 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.

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- 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 HHRTF 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 Position Requirements**
 - 1.6.1. RNs 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 HHRTF to obtain clinical information and to document patient care.
 - 1.6.1.12. Communicating both verbally and in writing to report related findings.

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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. MHW Position Requirements

1.7.1. 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:

- 1.7.1.1. Assisting in admission procedures.
- 1.7.1.2. Searching for contraband.
- 1.7.1.3. Orienting the patient to the unit/hospital environment.
- 1.7.1.4. Identifying and recording patient valuables.
- 1.7.1.5. Completing documentation requirements.
- 1.7.1.6. 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.
- 1.7.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
- 1.7.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
- 1.7.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
- 1.7.1.10. Utilizing a supportive approach with anxious and agitated patients.
- 1.7.1.11. 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.
- 1.7.1.12. Demonstrating basic knowledge of patient histories and conditions.

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- 1.7.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
- 1.7.1.14. Implementing individualized plans of care by reinforcing treatment goals during daily, continual interactions.
- 1.7.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
- 1.7.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
- 1.7.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
- 1.7.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
- 1.7.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.
- 1.7.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.
- 1.7.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.
- 1.7.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.
- 1.7.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.8. PSW Position Requirements

- 1.8.1. 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:
 - 1.8.1.1. 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

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- recommendations for inpatient and aftercare services.
- 1.8.1.2. 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.
 - 1.8.1.3. 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.
 - 1.8.1.4. Developing treatment goals in conjunction with the treatment teams of HHRTF, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.
 - 1.8.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.
 - 1.8.1.6. 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.
 - 1.8.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.
 - 1.8.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.
 - 1.8.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.
 - 1.8.1.10. Supervising, assigning and carrying out HHRTF Transportation Services for patients to appointments.
 - 1.8.1.11. 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.
 - 1.8.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), HHRTF policies and the Health Engagement Model (HEM).

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- 1.8.1.13. 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.
- 1.8.1.14. 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.
- 1.8.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.
- 1.8.1.16. Documenting all social service interventions in the clinical record and following HHRTF 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.
- 1.8.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.
- 1.8.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.
- 1.8.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.
- 1.8.1.20. Assisting in covering social service needs throughout HHRTF as they arise.

1.9. Temporary Staffing Requirements

- 1.9.1. The Contractor must coordinate the staffing needs of HHRTF and the available Temporary Staff.
- 1.9.2. The Contractor must attempt to accommodate HHRTF staffing requests for specific individual Temporary Staff.
- 1.9.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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- 1.9.4. The Contractor must pay all Temporary Staff wages, which includes payments of federal and state taxes.
- 1.9.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.
- 1.9.6. 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 HHRTF, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.
- 1.9.7. 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.
- 1.9.8. 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 HHRTF to hire the individual after that six (6) month period concludes.
- 1.9.9. 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.
- 1.9.10. 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.
- 1.9.11. 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 HHRTF which may choose to accept or decline the Contractor's alternative staffing solution.
- 1.9.12. The Contractor must notify Temporary Staff of supervision by a HHRTF -employed shift supervisor.
- 1.9.13. 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.
- 1.9.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from HHRTF with or without cause.

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1.9.15. 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.

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

1.9.16.1. Site visits.

1.9.16.2. File reviews.

1.9.16.3. Staff training.

1.10. Background Checks

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

1.10.1.1. 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;

1.10.1.2. 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; and

1.10.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.11. Confidential Data

1.11.1. The Contractor must ensure all Contractor staff assigned to work onsite on HHRTF premises completes:

1.11.1.1. Appendix A, HHRTF Confidentiality Agreement, prior to starting work onsite.

1.11.1.2. A 30-minute orientation regarding workplace safety, patient confidentiality, and boundaries.

1.11.2. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit, as referenced below.

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1.11.3. The Contractor must ensure any individuals involved in delivering services through this Agreement access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.12. Department Owned Devices, Systems and Network Usage

1.12.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

1.12.1.1. 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;

1.12.1.2. 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;

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

1.12.1.4. 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;

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

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- 1.12.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 1.12.1.7. 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."
- 1.12.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.12.1.9. Agree when utilizing the Department's email system:
 - 1.12.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.12.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.12.1.9.3. 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."
- 1.12.1.10. 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:
 - 1.12.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.12.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use

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Agreement upon execution of the Agreement and annually thereafter.

1.12.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.12.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.12.1.12. Contractor 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 agrees to notify the Department's Information Security Office or designee immediately.

1.12.2. Workspace Requirement

1.12.2.1. 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.
- 2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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

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**New Hampshire Department of Health and Human Services
Temporary Staffing for Hampstead Hospital & Residential Treatment Facility
EXHIBIT B**

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

**New Hampshire Department of Health and Human Services
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EXHIBIT B**

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 Staffing for Hampstead Hospital & Residential Treatment Facility
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 33.33% General funds.
 - 1.2. 66.67% Other funds (Agency Income).
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. 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 1-7 below:

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

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:30 p.m.	\$90
2	Weekday, 3:00 p.m. – 11:30 p.m.	\$90
3	Weekday, 11:00 p.m. – 7:30 a.m.	\$90
4	Weekend, 7:00 a.m. – 3:30 p.m.	\$90
5	Weekend, 3:00 p.m. – 11:30 p.m.	\$90
6	Weekend, 11:00 p.m. – 7:30 a.m.	\$90

Table 2: Per Diem Rate Schedule for Registered Nurses (RNs)

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:30 p.m.	\$90
2	Weekday, 3:00 p.m. – 11:30 p.m.	\$90
3	Weekday, 11:00 p.m. – 7:30 a.m.	\$90
4	Weekend, 7:00 a.m. – 3:30 p.m.	\$90
5	Weekend, 3:00 p.m. – 11:30 p.m.	\$90
6	Weekend, 11:00 p.m. – 7:30 a.m.	\$90

Table 6: Short-Term Rate Schedule for Mental Health Workers

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**New Hampshire Department of Health and Human Services
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 EXHIBIT C**

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:30 p.m.	\$55
2	Weekday, 3:00 p.m. – 11:30 p.m.	\$55
3	Weekday, 11:00 p.m. – 7:30 a.m.	\$55
4	Weekend, 7:00 a.m. – 3:30 p.m.	\$55
5	Weekend, 3:00 p.m. – 11:30 p.m.	\$55
6	Weekend, 11:00 p.m. – 7:30 a.m.	\$55

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

Id	Shift	Hourly Rate
1	7:30 to 4:30, Monday through Friday	\$80

- 3.1. 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.
- 3.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at HHRTF the Department will:
 - 3.2.1. 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.
 - 3.2.2. 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.
- 3.3. Shift rate and holiday differentials will apply as follows:
 - 3.3.1. Weekend rates at HHRTF start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday; and
 - 3.3.2. Holiday rates at HHRTF start at 12:00 a.m. and end at 11:59 p.m. If a shift falls partially outside of these hours, then the rate shall be split between the holiday rate and standard rate accordingly. Holidays are as follows:

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


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EXHIBIT C**

- 3.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be \$135.00. For Nursing Professionals who work any of the holidays listed above, the hourly rate shall be \$135.00.
 - 3.3.4. For MHW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be \$82.50. For MHW Professionals who work any of the holidays listed above, the hourly rate shall be \$82.50.
 - 3.3.5. For PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be \$120.00. For PSW Professionals who work any of the holidays listed above, the hourly rate shall be \$120.00.
- 3.4. Break and meal allowances will apply as follows:
- 3.4.1. Each shift includes two (2) paid fifteen (15) minute breaks.
 - 3.4.2. Each HHRTF shift includes one (1) unpaid thirty (30) minute meal break.
4. 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:
- 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to HampsteadFinance@dhhs.nh.gov or mailed to:

Financial Manager

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218 East Road
Hampstead, NH 03841

5. 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.
6. 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.
7. Notwithstanding Paragraph 18 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. 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.
 - 8.2.1. 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.

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Temporary Staffing for Hampstead Hospital & Residential Treatment Facility
EXHIBIT C**

- 8.3. 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.
- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

**New Hampshire Department of Health and Human Services
Hampstead Hospital & Residential Treatment Facility
Confidentiality Agreement**



Appendix A

I understand that each patient/resident at Hampstead Hospital & Residential Treatment Facility has a right to confidentiality and to the privacy about their clinical information including the fact that the patient is living at Hampstead Hospital & Residential Treatment Facility.

I understand that any information, spoken or in writing, that identifies or potentially identifies, or is about a patient/resident may be shared among individuals who need to know the information as it is necessary for the patient/resident's treatment or course of professional education.

I understand that patient information must be kept secure at all times, and may not be placed in or recorded by a personal electronic hardware or software, and shall be protected from any potential breach or exposure to a person or device that not authorized to see, read, or have the information.

I understand that while I am at Hampstead Hospital & Residential Treatment Facility, these duties to protect the confidentiality of patient information applies to me.

I understand that under no circumstance may patient information be shared unless an authorization is given by the patient/resident or the patient/resident's legal representative, or when there is a clear medical emergency.

I understand that when I am working at Hampstead Hospital & Residential Treatment Facility, I might:

- Unintentionally see or over hear confidential health information, or personal information about a patient/resident, or
- Recognize a patient/resident when I am at Hampstead Hospital & Residential Treatment Facility working.

I understand that any violation of the confidentiality is a serious offense, violates the federal Health Insurance Portability and Accountability act of 1996 (Public Law 104-191)(HIPAA), and may be grounds for legal action, breach of contract, or termination of the business relationship.

I agree that I will keep confidential and patient/resident information that I see or overhear. I agree I will not talk about any patient/resident I might recognize, including the fact that patient resides at Hampstead Hospital & Residential Treatment Facility.

I agree I will keep any confidential information accidentally, or unintentionally learned to myself even after I complete my work at Hampstead Hospital & Residential Treatment Facility.

I, _____

Signed name _____ Printed Name _____

have read, understand and agree to follow the statements above.

New Hampshire Department of Health and Human Services

Exhibit D

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

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Exhibit D

DHHS Information Security Requirements

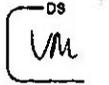
or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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.

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Exhibit D

DHHS Information Security Requirements

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.

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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DHHS Information Security Requirements

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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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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DHHS Information Security Requirements

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/doi/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.

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Exhibit D

DHHS Information Security Requirements

- 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;

Contractor Initials 

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

New Hampshire Department of Health and Human

Exhibit E



BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

(2) Business Associate Use and Disclosure of Protected Health Information

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

Exhibit E

Business Associate Agreement
Page 1 of 5

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New Hampshire Department of Health and Human

Exhibit E



limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Exhibit E

Contractor Initials

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Date 6/10/2024



New Hampshire Department of Health and Human

Exhibit E

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to

Exhibit E.

PHI in VM



New Hampshire Department of Health and Human

Exhibit E

accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

Exhibit E

Contractor Initials used,
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Date 6/10/2024



New Hampshire Department of Health and Human

Exhibit E

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
c. Data Ownership - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
d. Interpretation - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

AB Staffing Solutions, LLC

The State

Name of the Contractor

DocuSigned by:

Justin M. Looser

DocuSigned by:

Vony Middlebrooks

Signature of Authorized Representative

Signature of Authorized Representative

Justin M. Looser

Vony Middlebrooks

Name of Authorized Representative

Name of Authorized Representative

CEO

Senior VP of Recruitment

Title of Authorized Representative

Title of Authorized Representative

6/10/2024

6/10/2024

Date

Date

Exhibit E

Contractor Initials

DS VM

Date 6/10/2024

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Temporary Staffing for Hampstead Hospital & Residential Treatment Facility contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Amergis Healthcare Staffing, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 26, 2024 (Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
 \$1,200,000 Shared Price Limitation

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/14/2024

Date

Signed by:
Justin Looser

Name: Justin Looser
Title: CEO

Amergis Healthcare Staffing, Inc.

8/13/2024

Date

Signed by:
Shreeprada Aachar

Name: Shreeprada Aachar
Title: Regional Assistant Controller

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

OFFICE OF THE ATTORNEY GENERAL

8/14/2024

Date

DocuSigned by:
Robyn Guarino
748734844941460...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AMERGIS HEALTHCARE STAFFING, INC. is a Maryland Profit Corporation registered to transact business in New Hampshire on February 22, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 813579

Certificate Number: 0006675808



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

Carrie V. O'Brien

I, _____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Amergis Healthcare Staffing, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 8/12/2024, 20____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Shreepada Aachar, Assistant Controller (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Amergis Healthcare Staffing, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 8/12/2024

Signed by:
Carrie V. O'Brien

Signature of Elected Officer
Name: Carrie V. O'Brien
Title: General Counsel

ARC

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

HAMPSTEAD HOSPITAL & RESIDENTIAL TREATMENT FACILITY

Lori A. Weaver
Commissioner

218 EAST ROAD, HAMPSTEAD, NH 03841
603-329-5311 Fax: 603-329-5529 www.dhhs.nh.gov

Justin M. Looser
Chief Executive Officer

June 10, 2024

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, Hampstead Hospital and Residential Treatment Facility (Hampstead Hospital), to enter into **Sole Source** contracts with the contractors listed below in an amount not to exceed a total shared price limitation of \$320,000 for temporary staffing, with the option to renew for up to three (3) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2025. 33.33% General Funds. 66.67% Other Funds (Agency Income).

Contractor Name	Vendor Code	Shared Price Limitation
AB Staffing Solutions, LLC (Gilbert, AZ)	499826	\$320,000
Amergis Healthcare Staffing, Inc. (Columbia, MD)	438253	
	Total	\$320,000

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

05-95-98-980010-2648 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HAMPSTEAD HOSPITAL, HAMPSTEAD HOSPITAL OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	98000102	\$320,000
			Total	\$320,000

EXPLANATION

The Department presented a request to the Executive Council on May 15, 2024 (item #18A) to transition behavioral health service providers at Hampstead Hospital and Residential Treatment Facility (HHRTF). During this transition, the Department must also enter into contracts

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

for non-clinical and operational services that have been subcontracted to date by the prior behavioral health service provider at HHRTF. This request is **Sole Source** because HHRTF must avoid any gap in these services, and the Contractors are the current providers at HHRTF and therefore the only known vendors able to continue services without interruption. The Department will competitively procure for these services in the future.

The purpose of this request is to secure temporary staff, including registered nurses, mental health workers and psychiatric social workers, to support HHRTF.

The Contractors will provide qualified and properly licensed temporary staff, including registered nurses, mental health workers and psychiatric social workers, to HHRTF, 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.

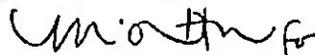
The Department will monitor services by screening all temporary staff for appropriate education and experience prior to placement.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) 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 HHRTF. 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 HHRTF waitlist.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

Subject: Temporary Staffing for Hampstead Hospital & Residential Treatment Facility (SS-2025-HH-09-TEMPO)

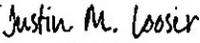
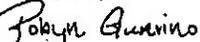
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Amergis Healthcare Staffing, Inc.		1.4 Contractor Address 7227 Lee Deforest Drive Columbia, Maryland 21046	
1.5 Contractor Phone Number 410-910-1500	1.6 Account Unit and Class TBD.	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$320,000 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:  Date: 6/6/2024		1.12 Name and Title of Contractor Signatory Shreeprada Aachar Assistant Controller	
1.13 State Agency Signature DocuSigned by:  Date: 6/10/2024		1.14 Name and Title of State Agency Signatory Justin M. Looser CEO	
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) DocuSigned by: By:  On: 6/10/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

DocuSign Envelope ID: B45FD658-20B7-4F0B-95DD-7328C280E243

Contractor Initials DS
SA
 Date 6/6/2024

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Temporary Staffing for Hampstead Hospital & Residential Treatment Facility
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, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2024 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to three (3) 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 12.5 as follows:

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

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EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide Temporary Staff to support Hampstead Hospital & Residential Treatment Facility (HHRTF) as needed. Temporary Staff are defined to include the following positions:
 - 1.1.1. Registered Nurses (RNs);
 - 1.1.2. Mental Health Workers (MHWs); and
 - 1.1.3. 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. A physical as applicable by state law which includes, but is not limited to the following immunizations:
 - 1.2.4.1.1. Hepatitis B.
 - 1.2.4.1.2. Influenza.
 - 1.2.4.1.3. Measles, Mumps, Rubella (MMR).
 - 1.2.4.1.4. Varicella (chickenpox).
 - 1.2.4.1.5. Tetanus, diphtheria, pertussis (Tdap).
 - 1.2.4.1.6. Tuberculosis B skin test (Quantiferon TB gold).
 - 1.2.4.2. Criminal background check(s) required in Section 1.11.
 - 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 HHRTF. 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.

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EXHIBIT B**

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 HHRTF 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 Position Requirements

1.6.1. RNs 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 HHRTF to obtain clinical information and to document patient care.
- 1.6.1.12. Communicating both verbally and in writing to report related findings.

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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. MHW Position Requirements

1.7.1. 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:

- 1.7.1.1. Assisting in admission procedures.
- 1.7.1.2. Searching for contraband.
- 1.7.1.3. Orienting the patient to the unit/hospital environment.
- 1.7.1.4. Identifying and recording patient valuables.
- 1.7.1.5. Completing documentation requirements.
- 1.7.1.6. 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.
- 1.7.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
- 1.7.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
- 1.7.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
- 1.7.1.10. Utilizing a supportive approach with anxious and agitated patients.
- 1.7.1.11. 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.
- 1.7.1.12. Demonstrating basic knowledge of patient histories and conditions.

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- 1.7.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
- 1.7.1.14. Implementing individualized plans of care by reinforcing treatment goals during daily, continual interactions.
- 1.7.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
- 1.7.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
- 1.7.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
- 1.7.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
- 1.7.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.
- 1.7.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.
- 1.7.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.
- 1.7.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.
- 1.7.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

1.8. PSW Position Requirements

- 1.8.1. 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:
 - 1.8.1.1. 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

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recommendations for inpatient and aftercare services.

- 1.8.1.2. 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.
- 1.8.1.3. 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.
- 1.8.1.4. Developing treatment goals in conjunction with the treatment teams of HHRTF, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.
- 1.8.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.
- 1.8.1.6. 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.
- 1.8.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.
- 1.8.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.
- 1.8.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.
- 1.8.1.10. Supervising, assigning and carrying out HHRTF Transportation Services for patients to appointments.
- 1.8.1.11. 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.
- 1.8.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), HHRTF policies and the Health Engagement Model (HEM).

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- 1.8.1.13. 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.
- 1.8.1.14. 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.
- 1.8.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.
- 1.8.1.16. Documenting all social service interventions in the clinical record and following HHRTF 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.
- 1.8.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.
- 1.8.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.
- 1.8.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.
- 1.8.1.20. Assisting in covering social service needs throughout HHRTF as they arise.

1.9. Temporary Staffing Requirements

- 1.9.1. The Contractor must coordinate the staffing needs of HHRTF and the available Temporary Staff.
- 1.9.2. The Contractor must attempt to accommodate HHRTF staffing requests for specific individual Temporary Staff.
- 1.9.3. The Contractor must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.

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- 1.9.4. The Contractor must pay all Temporary Staff wages, which includes payments of federal and state taxes.
- 1.9.5. The Contractor must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.
- 1.9.6. 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 HHRTF, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to the rate schedules in Exhibit C, Payment Terms.
- 1.9.7. 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.
- 1.9.8. 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 HHRTF to hire the individual after that six (6) month period concludes.
- 1.9.9. 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.
- 1.9.10. 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.
- 1.9.11. 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 HHRTF which may choose to accept or decline the Contractor's alternative staffing solution.
- 1.9.12. The Contractor must notify Temporary Staff of supervision by a HHRTF -employed shift supervisor.
- 1.9.13. 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.
- 1.9.14. The Contractor must accept immediate verbal and written notification from the Department of any staffing dismissal from HHRTF with or without cause.

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- 1.9.15. 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.
- 1.9.16. The Contractor may be required to participate in monitoring activities, at the sole discretion of the Department, including, but not limited to:
- 1.9.16.1. Site visits.
 - 1.9.16.2. File reviews.
 - 1.9.16.3. Staff training.
- 1.10. Background Checks
- 1.10.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
- 1.10.1.1. 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;
 - 1.10.1.2. 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; and
 - 1.10.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.
- 1.11. Confidential Data
- 1.11.1. The Contractor must ensure all Contractor staff assigned to work onsite on HHRTF premises completes:
- 1.11.1.1. Appendix A, HHRTF Confidentiality Agreement, prior to starting work onsite.
 - 1.11.1.2. A 30-minute orientation regarding workplace safety, patient confidentiality, and boundaries.
- 1.11.2. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit, as referenced below.

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1.11.3. The Contractor must ensure any individuals involved in delivering services through this Agreement access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.12. Department Owned Devices, Systems and Network Usage

1.12.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

1.12.1.1. 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;

1.12.1.2. 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;

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

1.12.1.4. 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;

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

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

1.12.1.7. 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."

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

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

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

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

1.12.1.9.3. 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."

1.12.1.10. 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:

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

1.12.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use

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EXHIBIT B

Agreement upon execution of the Agreement and annually thereafter.

1.12.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.12.1.11. Contractor agrees; if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.12.1.12. Contractor 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 agrees to notify the Department's Information Security Office or designee immediately.

1.12.2. **Workspace Requirement**

1.12.2.1. 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.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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} SA

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EXHIBIT B

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

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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 Staffing for Hampstead Hospital & Residential Treatment Facility
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 33.33% General funds.
 - 1.2. 66.67% Other funds (Agency Income).
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. 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 1-7 below:

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

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:30 p.m.	\$90
2	Weekday, 3:00 p.m. – 11:30 p.m.	\$90
3	Weekday, 11:00 p.m. – 7:30 a.m.	\$90
4	Weekend, 7:00 a.m. – 3:30 p.m.	\$90
5	Weekend, 3:00 p.m. – 11:30 p.m.	\$90
6	Weekend, 11:00 p.m. – 7:30 a.m.	\$90

Table 2: Per Diem Rate Schedule for Registered Nurses (RNs)

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:30 p.m.	\$90
2	Weekday, 3:00 p.m. – 11:30 p.m.	\$90
3	Weekday, 11:00 p.m. – 7:30 a.m.	\$90
4	Weekend, 7:00 a.m. – 3:30 p.m.	\$90
5	Weekend, 3:00 p.m. – 11:30 p.m.	\$90
6	Weekend, 11:00 p.m. – 7:30 a.m.	\$90

Table 6: Short-Term Rate Schedule for Mental Health Workers

**New Hampshire Department of Health and Human Services
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EXHIBIT C

Id	Shift	Hourly Rate
1	Weekday, 7:00 a.m. – 3:30 p.m.	\$55
2	Weekday, 3:00 p.m. – 11:30 p.m.	\$55
3	Weekday, 11:00 p.m. – 7:30 a.m.	\$55
4	Weekend, 7:00 a.m. – 3:30 p.m.	\$55
5	Weekend, 3:00 p.m. – 11:30 p.m.	\$55
6	Weekend, 11:00 p.m. – 7:30 a.m.	\$55

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

Id	Shift	Hourly Rate
1	7:30 to 4:30, Monday through Friday	\$80

- 3.1. 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.
- 3.2. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at HHRTF the Department will:
 - 3.2.1. 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.
 - 3.2.2. 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.
- 3.3. Shift rate and holiday differentials will apply as follows:
 - 3.3.1. Weekend rates at HHRTF start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday; and
 - 3.3.2. Holiday rates at HHRTF start at 12:00 a.m. and end at 11:59 p.m. If a shift falls partially outside of these hours, then the rate shall be split between the holiday rate and standard rate accordingly. Holidays are as follows:

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

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EXHIBIT C**

- 3.3.3. For Nurse Professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be \$135.00. For Nursing Professionals who work any of the holidays listed above, the hourly rate shall be \$135.00.
- 3.3.4. For MHW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be \$82.50. For MHW Professionals who work any of the holidays listed above, the hourly rate shall be \$82.50.
- 3.3.5. For PSW professionals who work over forty hours under this Agreement in any week starting each Friday and ending each Thursday, the hourly rate shall be \$120.00. For PSW Professionals who work any of the holidays listed above, the hourly rate shall be \$120.00.
- 3.4. Break and meal allowances will apply as follows:
 - 3.4.1. Each shift includes two (2) paid fifteen (15) minute breaks.
 - 3.4.2. Each HHRTF shift includes one (1) unpaid thirty (30) minute meal break.
- 4. 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:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to HampsteadFinance@dhhs.nh.gov or mailed to:

Financial Manager

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218 East Road
Hampstead, NH 03841

5. 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.
6. 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.
7. Notwithstanding Paragraph 18 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. 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.
 - 8.2.1. 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.

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EXHIBIT C**

- 8.3. 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.
- 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.
- 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

**New Hampshire Department of Health and Human Services
Hampstead Hospital & Residential Treatment Facility
Confidentiality Agreement**



Appendix A

I understand that each patient/resident at Hampstead Hospital & Residential Treatment Facility has a right to confidentiality and to the privacy about their clinical information including the fact that the patient is living at Hampstead Hospital & Residential Treatment Facility.

I understand that any information, spoken or in writing, that identifies or potentially identifies, or is about a patient/resident may be shared among individuals who need to know the information as it is necessary for the patient/resident's treatment or course of professional education.

I understand that patient information must be kept secure at all times, and may not be placed in or recorded by a personal electronic hardware or software, and shall be protected from any potential breach or exposure to a person or device that not authorized to see, read, or have the information.

I understand that while I am at Hampstead Hospital & Residential Treatment Facility, these duties to protect the confidentiality of patient information applies to me.

I understand that under no circumstance may patient information be shared unless an authorization is given by the patient/resident or the patient/resident's legal representative, or when there is a clear medical emergency.

I understand that when I am working at Hampstead Hospital & Residential Treatment Facility, I might:

- Unintentionally see or over hear confidential health information, or personal information about a patient/resident, or
- Recognize a patient/resident when I am at Hampstead Hospital & Residential Treatment Facility working.

I understand that any violation of the confidentiality is a serious offense, violates the federal Health Insurance Portability and Accountability act of 1996 (Public Law 104-191)(HIPAA), and may be grounds for legal action, breach of contract, or termination of the business relationship.

I agree that I will keep confidential and patient/resident information that I see or overhear. I agree I will not talk about any patient/resident I might recognize, including the fact that patient resides at Hampstead Hospital & Residential Treatment Facility.

I agree I will keep any confidential information accidentally, or unintentionally learned to myself even after I complete my work at Hampstead Hospital & Residential Treatment Facility.

I,

Signed name

Printed Name

have read, understand and agree to follow the statements above.

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Exhibit D

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

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Exhibit D

DHHS Information Security Requirements

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.

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements

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.

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DHHS Information Security Requirements

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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DHHS Information Security Requirements

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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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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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/doi/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.

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Exhibit D

DHHS Information Security Requirements

- 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;

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Exhibit D

DHHS Information Security Requirements

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



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Exhibit E

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

(2) Business Associate Use and Disclosure of Protected Health Information

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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Business Associate Agreement
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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address; DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI^{OS} in SA

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Business Associate Agreement

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accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
c. Data Ownership - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
d. Interpretation - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3).n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Amergis Healthcare Staffing, Inc.

The State

Name of the Contractor

DocuSigned by:

DocuSigned by:

Justin M. Looser

Shreeprada Aachar

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C318003F56A34F...

Signature of Authorized Representative

Signature of Authorized Representative

Justin M. Looser

Shreeprada Aachar

Name of Authorized Representative

Name of Authorized Representative

CEO

Assistant controller

Title of Authorized Representative

Title of Authorized Representative

6/10/2024

6/6/2024

Date

Date

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