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Lori A. Shibanette
Commissioner

Lori A. Weaver
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 20, 2021

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, Division of Public Health Services, to enter into a **Retroactive** amendment to an existing contract with Interim HealthCare of the Northeast, LLC d/b/a Interim HealthCare (VC#177264), Manchester, NH for the provision of temporary staff at long-term care facilities in need of relief staffing due to staffing shortages caused by the COVID-19 pandemic, by increasing the price limitation by \$13,225 from \$745,000 to \$758,225 with no change to the contract completion date of June 30, 2021, effective retroactive to June 1, 2021, upon Governor and Council approval. 100% Other Funds (FEMA).

The original contract was approved by the Governor on June 16, 2020 and presented to the Executive Council on July 15, 2020, (Informational Item #F), amended with Governor approval on December 18, 2020 and presented to the Executive Council on February 3, 2021, (Informational Item #B), and subsequently amended with Governor approval on June 10, 2021 and presented to the Executive Council on June 30, 2021 (Informational Item #B).

Funds are available in the following account for State Fiscal Year 2022:

05-95-95-950010-19190000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, COVID19
FEMA

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-502507	Contracts for Opr Svc	95010690	\$400,000	\$0	\$400,000
2021	103-502507	Contracts for Opr Svc	95010699	\$345,000	\$0	\$345,000
2022	103-502507	Contracts for Opr Svc	95010699	\$0	\$13,225	\$13,225
			Total	\$745,000	\$13,225	\$758,225

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

EXPLANATION

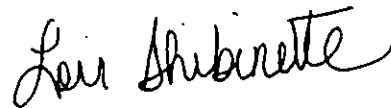
This request is **Retroactive** because the need for registered nurses and licensed nursing assistants to provide relief staffing in long-term care facilities experiencing staffing shortages exceeded original projections as a result of the ongoing effects of the COVID-19 pandemic. This request is being made now because the invoices were received in August.

The Contractor provided registered nurses and licensed nursing assistants who could quickly be deployed to long-term care facilities in distress due to severe staffing shortages. The exact number of relief staff needed, which was dependent on the trajectory of the COVID-19 pandemic and the needs of each facility, was estimated at the time. This amendment increases the price limitation to allow the Department to pay for the staffing services that were provided by the Contractor to long-term care facilities.

Area served: Statewide

Source of Federal Funds: 100% Other (FEMA)

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shibinette". The signature is fluid and cursive, with the first name "Lori" and last name "Shibinette" clearly distinguishable.

Lori A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This Amendment to the Temporary Nurse Staffing Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Interim HealthCare of the Northeast, LLC d/b/a Interim HealthCare ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 16, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item #F), as amended with Governor approval on December 18, 2020 and presented to the Executive Council on February 3, 2021 (Informational Item #B), and as subsequently amended with Governor approval on June 10, 2021 and presented to the Executive Council on June 30, 2021 (Informational Item #B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:
Interim HealthCare of the Northeast, LLC d/b/a Interim HealthCare
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$758,225
3. Modify Exhibit C, Payment Terms, Section 2, Subsection 2.1 to read:
2.1. The Price Limitation of \$758,225 is based on Temporary Staff consisting of three (3) registered nurses and seven (7) licensed nursing assistants working eight (8) hour shifts, seven (7) shifts per week, for sixteen (16) weeks at the rates set forth in Section 4, Shift Guidelines and Payment Schedules, of this Exhibit C.

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 retroactively effective to June 1, 2021, upon Governor and Executive 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

9/23/2021

Date

DocuSigned by:

Lori A. Weaver

Name: Lori A. Weaver

Title: Deputy Commissioner

INTERIM HEALTHCARE OF THE NORTHEAST, LLC

9/23/2021

Date

DocuSigned by:

Mark Petersen

Name: Mark Petersen


Title: Vice President

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

OFFICE OF THE ATTORNEY GENERAL

9/27/2021

Date

DocuSigned by:

Name: J. Christopher Marshall
Title: Assistant Attorney General

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

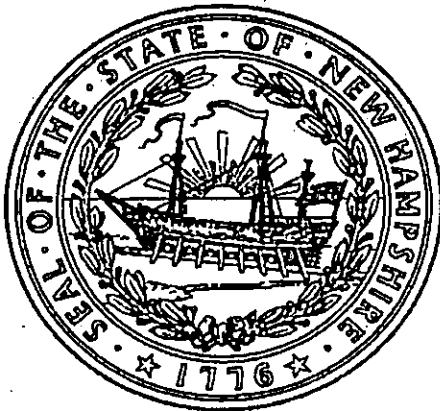
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERIM HEALTHCARE OF THE NORTHEAST, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 21, 1979. 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: 18231

Certificate Number: 0005380950



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of June A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Rick Petersen 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 Interim HealthCare
(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 9.23.2021 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Mark Petersen, Vice President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Interim HealthCare 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 **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: 9.23.2021

Richard Petersen
Richard Petersen (Sep 23, 2021 16:08 EDT)

Signature of Elected Officer
Name: Rick Petersen
Title: President



CERTIFICATE OF LIABILITY INSURANCE

12/31/2021

DATE (MM/DD/YYYY)

1/4/2021

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company NAIC # 19437 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 1331437 INTERIM HEALTHCARE OF THE NORTHEAST, INC. 608 CHESTNUT STREET MANCHESTER NH 03105	

COVERAGES INTHE14 **CERTIFICATE NUMBER:** 17271304 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	6798421	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	6798422	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY - Claims Made	N	N	6798421	12/31/2020	12/31/2021	EACH CLAIM - \$1,000,000 AGGREGATE - \$3,000,000 SIR \$150,000

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

CERTIFICATE HOLDER

17271304
 NEW HAMPSHIRE DEPARTMENT OF
 HEALTH AND HUMAN SERVICES
 129 PLEASANT STREET
 CONCORD NH 03301-3852

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

Joseph M. Agnello

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2021

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 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		CONTACT NAME: Lorraine Michals, CIC PHONE (A/C, No, Ext): 603-665-6028 FAX (A/C, No): E-MAIL ADDRESS: lorraine.michals@usi.com	
INSURED Interim Healthcare Of The Northeast Inc 608 Chestnut Street PO Box 1780 Manchester, NH 03104-1780		INSURER(S) AFFORDING COVERAGE INSURER A : Wesco Insurance Company	NAIC # 25011
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WWC3538384	07/01/2021	07/01/2022	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire,
 Department of Health and Human Services
 129 Pleasant St.,
 Concord, NH 03301

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

Sam Hart



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Shibamoto
Commissioner

Lori A. Weaver
Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

June 10, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, 2021-08, and 2021-10, Governor Sununu authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Interim HealthCare of the Northeast Inc. d/b/a Interim Healthcare (VC#177264), Manchester, NH, to continue to provide temporary staff to long-term care facilities in need of relief staffing due to staffing shortages caused by the COVID-19 pandemic, by increasing the price limitation by \$55,000 from \$690,000 to \$745,000 with no change to the completion date of June 30, 2021, effective retroactive to May 1, 2021. 100% Other Funds (FEMA).

The original contract was approved by Governor Sununu on June 16, 2020, and presented to the Executive Council on July 15, 2020, as informational item #F, and amended with Governor approval on December 18, 2020, and presented to the Executive Council on February 3, 2021, as informational item #B.

Funds are available in the following account for State Fiscal Year 2021, 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.

**05-95-95-950010-19190000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, COVID19
FEMA**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103/502507	Contracts for Oper Svc	95010690	\$400,000	\$0	\$400,000
2021	103/502507	Contracts for Oper Svc	95010690	\$290,000	\$55,000	\$345,000
			Total	\$690,000	\$55,000	\$745,000

EXPLANATION

This item is **Retroactive** because long-term care facilities have continued to experience staffing shortages that could potentially result in residents being moved to hospitals and/or the facilities being closed due to illness. The need for staffing resources has exceeded the previously predicated demand and available funding and Contractor has incurred costs in excess of the price limitation. This item is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Department, in the interest of the public's health and safety, identified the Contractor as being capable of immediately of providing relief staffing to New Hampshire long-term care facilities.

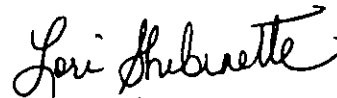
The purpose of this amendment is to add additional funding to continue to provide temporary staff to long-term care facilities designated by the Department of Health and Human Services as in need of relief staffing due to staffing shortages caused by the COVID-19 pandemic. The Contractor will provide registered nurses and licensed nursing assistants who can be rapidly deployed to long-term care facilities in distress due to severe staff shortages.

The exact number of relief staff needed will depend on the trajectory of the COVID-19 pandemic and the needs of each facility.

Area served: Statewide

Source of Funds: 100% Other (FEMA).

Respectfully submitted,



Lori A. Shabinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Temporary Nurse Staffing Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Interim HealthCare of the Northeast Inc. d/b/a Interim HealthCare ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 16, 2020, and presented to the Executive Council on July 15, 2020, (Item #F) as amended on December 28, 2020, with Governor approval and presented to the Executive Council on February 3, 2021 (Item #B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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:
\$745,000
2. Modify Exhibit C, Payment Terms, Section 2, Subsection 2.1, to read:
 - 2.1. The Price Limitation of \$745,000 is based on Temporary Staff consisting of three (3) registered nurses and seven (7) licensed nursing assistants working eight (8) hour shifts, seven (7) shifts per week, for sixteen (16) weeks at the rates set forth in Section 4, Shift Guidelines and Payment Schedules, of this Exhibit C.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, 2021-08, and 2021-10, and any subsequent extensions.

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

6/14/2021

Date

DocuSigned by:

Ann H. N. Landry

248AB37EDBEB488...

Name: Ann H. N. Landry

Title: Associate Commissioner

Interim HealthCare of the Northeast Inc. d/b/a Interim
HealthCare

6/14/2021

Date

DocuSigned by:

Mark Petersen

5C2251EF857A4BA...

Name: Mark Petersen

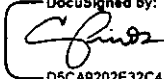
Title: Vice President

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

OFFICE OF THE ATTORNEY GENERAL

6/14/2021

Date

DocuSigned by:

D5CA9202E32C4AE...

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, 2021-08, and 2021-10, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

B mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Shilbette
 Commissioner

Lori A. Weaver
 Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
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December 29, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, and 2020-23, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Interim HealthCare of the Northeast Inc. d/b/a Interim Healthcare (VC#177264), Manchester, NH, to continue to provide and increase the number of temporary staff to long-term care facilities in need of relief staffing due to staffing shortages caused by the COVID-19 pandemic, by increasing the price limitation by \$290,000 from \$400,000 to \$690,000, and by extending the completion date from December 31, 2020, to June 30, 2021, effective retroactive to December 9, 2020. 75% Other Funds. 25% General Funds.

The original contract was approved by Governor Sununu on June 16, 2020, and presented to the Executive Council on July 15, 2020, as informational item #F.

Funds are available in the following account for State Fiscal Year 2021, 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.

**05-95-95-950010-19190000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, COVID19
 FEMA**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103/502507	Contracts for Oper Svc	95010899	\$400,000	\$0	\$400,000
2021	103/502507	Contracts for Oper Svc	95010899	\$0	\$290,000	\$290,000
			Total	\$400,000	\$290,000	\$690,000

EXPLANATION

This amendment is **Retroactive** because several long-term care facilities have continued to experience staffing shortages that could potentially result in residents being moved to hospitals and/or the facilities being closed due to illness. Consequently, the Department needed to have this amendment, which increases the number of temporary staff that the Contractor will provide, in place immediately from 8 to 10. This amendment is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Department, in the interest of the public's health and safety, identified the Contractor as being capable of immediately providing relief staffing to New Hampshire long-term care facilities.

The purpose of this amendment is to continue to provide and increase the number of temporary staff to long-term care facilities designated by the Department of Health and Human Services as in need of relief staffing due to staffing shortages caused by the COVID-19 pandemic. The Contractor will provide registered nurses and licensed nursing assistants who can be rapidly deployed to long-term care facilities in distress due to severe staff shortages.

The exact number of relief staff needed will depend on the trajectory of the COVID-19 pandemic and the needs of each facility.

As referenced in the Agreement, the parties have the option to extend the Agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval. The Department is exercising its option to renew services for six (6) of the twelve (12) months available.

Area served: Statewide

Source of Funds: 75% Other, 25% General.

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

This Amendment to the Temporary Nurse Staffing Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Interim HealthCare of the Northeast Inc. d/b/a Interim HealthCare ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 16, 2020, and presented to the Executive Council on July 15, 2020, (Item #F), 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, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.7, Completion Date, to read:
June 30, 2021
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$690,000
3. Modify Exhibit B, Scope of Services, Section 2, Subsection 2.1, Paragraph 2.1.1, to read:
2.1.1. Temporary Staff shall include up to three (3) RN and up to seven (7) LNA, unless otherwise agreed to by the parties.
4. Modify Exhibit C, Payment Terms, Section 2, Subsection 2.1, to read:
2.1. The Price Limitation of \$690,000 is based on Temporary Staff consisting of three (3) registered nurses and seven (7) licensed nursing assistants working eight (8) hour shifts, seven (7) shifts per week, for sixteen (16) weeks at the rates set forth in Section 4, Shift Guidelines and Payment Schedules, of this Exhibit C.

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All terms and conditions of the Contract not inconsistent with this Amendment remain in full force and effect. This amendment shall be effective retroactively to December 9, 2020, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, and 2020-23, and any subsequent extensions.

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

State of New Hampshire
Department of Health and Human Services

12/15/2020

Date

DocuSigned by:

Lori A. Weaver

CAAD2204126423
Name: Lori A. weaver

Title: Deputy Commissioner

Interim HealthCare of the Northeast Inc. d/b/a Interim
HealthCare

12/14/2020

Date

DocuSigned by:

Mark Petersen

EC3361EE457A4BA
Name: Mark Petersen

Title: vice President

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

OFFICE OF THE ATTORNEY GENERAL

12/22/2020

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, and 2020-23, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

JUN23'20 AM11:42 DAS

F mac



Lori A. Shilbette
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 18, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** contract with Interim HealthCare of the Northeast Inc. (VC#177264), Manchester, NH in the amount of \$400,000 to provide temporary staffing to long-term care facilities designated by the Department of Health and Human Services as in need of relief staffing due to staffing shortages related to the COVID-19 pandemic, with the option to renew for up to one (1) additional year, effective June 1, 2020, through December 31, 2020. 75% Federal Funds. 25% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, 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.

05-95-96-950010-19190000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, COVID19
FEMA

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	103/502507	Contracts for Oper Svc	95010899	\$400,000
2021	103/502507	Contracts for Oper Svc	95010899	\$0
			Total	\$400,000

EXPLANATION

This item is **Sole Source** because the Contractor is locally-based and was capable of immediately of providing relief staffing to New Hampshire long-term care facilities. This contract allows the Department to quickly provide relief staffing to long-term care facilities that are experiencing severe staff shortages due to the COVID-19 pandemic. This item is **Retroactive** because several long-term care facilities have recently been experiencing staffing shortages that could potentially result in residents being moved to hospitals and/or the facilities being closed based on illness. Consequently, the Department needs to have the contracted services in place immediately. This contract is for one of two relief teams of eight (8) medical staff the Department expects will be needed to rapidly deploy to long-term care facilities in distress due to severe staff shortages. The price limitation is sufficient for two (2) staffing team deployments of eight (8) weeks each. The exact number of relief staff needed will depend on the trajectory of the COVID-19 pandemic and the needs of each facility.

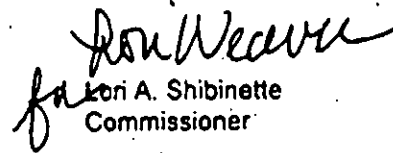
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

As referenced in the Agreement, the parties have the option to extend the Agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Area served: Statewide

Source of Funds: 75% Federal. 25% General.

Respectfully submitted,


Lori A. Shibinette
Commissioner

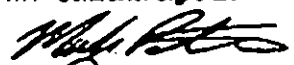
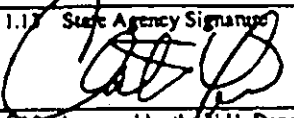
Subject: SS-2020-DPHS-20-STAFF-01 - Temporary Nurse Staffing Services

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 Interim HealthCare of the Northeast Inc. d/b/a Interim HealthCare		1.4 Contractor Address 608 Chestnut Street P.O. Box 1780 Manchester, NH 03105	
1.5 Contractor Phone Number (603) 668-6956	1.6 Account Number TBD	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$400,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 5/29/20		1.12 Name and Title of Contractor Signatory Mark Peterson Vice President	
1.13 State Agency Signature  Date: 6-1-20		1.14 Name and Title of State Agency Signatory Christine Tegan, Associate Counselor	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/19/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court, which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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



EXHIBIT A

REVISIONS TO STANDARD CONTRACT 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 issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08 and 2020-09, of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon signature of both parties ("Effective Date").

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

3.3. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

- 1.3. Paragraph 9, Termination, is amended by adding subparagraph 9.3 as follows:

9.3. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification.

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

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



Exhibit B

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court, federal or state court orders, or executive orders by the Governor of New Hampshire may have an impact on the Services described herein, the Department of Health and Human Services (Department) has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

- 2.1. The Contractor shall secure temporary, contracted Registered Nurse (RN), Licensed Practical Nurse (LPN), and Licensed Nursing Associate (LNA), Professionals ("Temporary Staff") to provide relief staffing in long-term care facilities as designated by the Department.
 - 2.1.1. Temporary Staff shall include up to two (2) RN and up to six (6) LNA, unless otherwise agreed to by the parties.
 - 2.1.2. The Contractor shall hire, maintain and provide properly licensed Temporary Staff, and ensure the Temporary Staff performing services under this Agreement possess valid licenses issued by the New Hampshire Board of Nursing.
 - 2.1.3. Temporary staff shall possess CPR certification, as required by state law.
 - 2.1.4. Proof of pre-employment screening which includes, but is not limited to:
 - 2.1.4.1. A physical as applicable by state law which includes, but is not limited to the following immunization:
 - 2.1.4.1.1. Hepatitis B.
 - 2.1.4.2. TB skin test (Quantiferon TB gold).
 - 2.1.4.3. Professional references.
 - 2.1.4.4. Criminal background check(s).
 - 2.1.4.5. Drug screening as applicable.
- 2.2. The Contractor shall ensure that the Temporary Staff hired meet applicable laws, regulations, licensing and/or accreditation standards, which shall be presented to the Department or facility administration upon request.



Exhibit B

- 2.3. The Contractor shall hire RNs and LPNs who, within their scope of practice can perform, at a minimum, the following services:
 - 2.3.1. Conducting physical assessments.
 - 2.3.2. Administering medication.
 - 2.3.3. Processing of physician orders.
 - 2.3.4. Monitoring vital signs.
 - 2.3.5. Testing blood glucose levels.
 - 2.3.6. Completing treatments.
 - 2.3.7. Changing dressings.
 - 2.3.8. Communicating both verbally and in writing to report related findings.
- 2.4. The Contractor shall hire LNAs who are capable of duties that are within their scope of practice to include, but are not limited to:
 - 2.4.1. Providing residents/patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of residents/patients to their living environment.
 - 2.4.2. As directed by a nurse, assisting in planning and providing for daily needs of the residents/patients with ADLs (Activities of Daily Living) or minor treatment procedures.
 - 2.4.3. Supervising residents/patients in various groups for resident/patient enjoyment and maintenance of ADL (Activities of Daily Living) skills and current level of functioning.
 - 2.4.4. Assisting in coordinating staff schedules and weekly resident/patient assignment sheets for individualized resident/patient care.
 - 2.4.5. Reporting related findings through verbal and written communication to their shift supervisor.
- 2.5. All Temporary Staff provided by the Contractor shall attend an orientation in each long-term care facility in which they provide services that includes, but is not limited to:
 - 2.5.1. Specific information regarding infection prevention.
 - 2.5.2. Client confidentiality.
 - 2.5.3. Medical records and other documentation practices.
 - 2.5.4. Any training required by the facility that is specific to the facility operations and the provision of care to the population served, including dementia training.



Exhibit B

- 2.6. The Contractor shall provide services within the facilities designated by the Department as facilities in need. The Contractor shall coordinate the staffing needs of the long-term care facility with the available Temporary Staff.
- 2.7. The Contractor shall attempt to accommodate staffing requests for specific individual Temporary Staff.
- 2.8. The Contractor shall be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed.
- 2.9. The Contractor's Temporary Staffing Services for each Nurse Professional must be a minimum of an eight (8) week period (Staffing Period), without a gap in delivered services for the Staffing Period unless otherwise mutually agreed upon.
- 2.10. The Contractor shall make all reasonable efforts to provide replacement staffing for the remainder of the Staffing Period in the event a Temporary Staff is unable to fulfill the prescribed shift due to illness, injury or other unforeseen circumstance.
- 2.11. The Contractor shall provide alternative solutions, verbally and in writing, to the Department who may, at its discretion, choose to accept the Vendor's alternative staffing solution, in the event the Vendor is unable to fulfill replacement staffing described in Paragraph 2.10.
- 2.12. The Contractor shall accept immediate verbal and written notification from the Department of any staffing dismissal from the long-term care facility with or without cause, which provides reasonable detail the reason(s) for the dismissal, if applicable, which will result in compensation for all hours worked prior to dismissal.
- 2.13. The Contractor shall 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.
- 2.14. **Background checks**
 - 2.14.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check and shall release the results to the Department to ensure no convictions for the following crimes:
 - 2.14.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide;
 - 2.14.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult; and



Exhibit B

2.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

2.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check and a Division for Children Youth and Families (DCYF) Central Registry check at no cost to the Contractor.

2.14.2.1. The BEAS State Registry check and DCYF Central Registry check confidential results are returned directly to the Department.

2.14.3. The Contractor shall not commence services prior to the required documentation in 2.41 and 2.14.2 being received and verified by the Department.

2.15. Confidentiality

2.15.1. Any and all confidential information obtained or received by the Contractor shall be kept confidential and shall not be disclosed to anyone for any reason, unless required by law. "Confidential Information" means all information owned, managed, created, or received from the Individuals, the Department, any other agency of the State, or any medical provider, that is protected by Federal or State information security, privacy or confidentiality laws or rules. Confidential Information includes, but is not limited to, Derivative Data, protected health information (PHI), personally identifiable information (PII), federal tax information (FTI), Social Security Administration information (SSA) and criminal justice information services (CJIS) and any other sensitive confidential information provided under the Agreement. This covenant shall survive the termination of the Agreement.

2.15.2. The Contractor shall comply 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.

New Hampshire Department of Health and Human Services
Temporary Nurse Staffing Services

EXHIBIT C



Payment Terms

1. For the purposes of this Agreement:
 - 1.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
 - 1.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
2. Payment for services shall be made monthly on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement.
 - 2.1. The Price Limitation of \$400,000 is based on Temporary Staff consisting of two (2) registered nurses and six (6) licensed nursing assistants working eight (8) hour shifts, seven (7) shifts per week, for sixteen (16) weeks at the rates set forth in Section 4, Shift Guidelines and Payment Schedules, of this Exhibit C.
 - 2.1.1. The basis for the Price Limitation does not prohibit Temporary Staff from working a shift longer than eight (8) hours or from working more than seven (7) shifts per week.
3. The Contractor will be reimbursed for providing and delivering Short-Term Temporary Nurse Staffing Services for a minimum of eight (8) weeks, and any extension thereof, on a deliverables basis pursuant to the following rate schedules (Tables 1 and 2):

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs) and License Practical Nurse (LPN)

ID	Shift	Hourly Rate
1	Weekday, any shift	\$75.00
2	Weekend, any shift	\$75.00

Table 2: Short-Term Rate Schedule for Licensed Nursing Assistants (LNAs)

ID	Shift	Hourly Rate
1	Weekday, any shift	\$48.00
2	Weekend, any shift	\$48.00

4. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 11:00 p.m. - 7:00 a.m. shift on the eve of the following holidays and end with

New Hampshire Department of Health and Human Services
Temporary Nurse Staffing Services



EXHIBIT C

the 3:00 p.m. – 11:00 p.m. shift on the day of the holiday, except for Christmas and New Year's holidays which begin with 3:00 p.m. – 11:00 p.m. shift on the eve of the holiday and end with the 11:00 p.m. – 7:00 a.m. shift on the day of the holiday.

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

5. Break and meal allowances will apply as follows for each shift consisting of a minimum of eight (8) hours:
 - 5.1. Two (2) paid fifteen (15) minute breaks.
 - 5.2. One (1) paid thirty (30) minute meal break.
6. All Temporary Staff shall be employees of the Contractor, who shall pay all Temporary Staff wages, including payment of federal and state taxes.
7. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to beth.kelly@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
9. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

New Hampshire Department of Health and Human Services
Temporary Nurse Staffing Services

EXHIBIT C



12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, with no requirement for further State approval, if needed and justified.
15. Audits
 - 15.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 15.1.1. 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.
 - 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department 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.
 - 15.3. 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.
 - 15.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the

New Hampshire Department of Health and Human Services
Temporary Nurse Staffing Services

EXHIBIT C



Contract to which exception has been taken, or which have been
disallowed because of such an exception.

MRO

5/29/20



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEE'S OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: Interim HealthCare

5/27/20
Date

M. L. Peterson
Name:
Title: Vice President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (Indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: Interim HealthCare

Date: 5/26/20

Name: Mark Pater
Title: Vice President



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below:
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

MKP

5/29/20

New Hampshire Department of Health and Human Services
Exhibit F



Information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: *Interim HealthCare*

5/29/20
Date

Vince Prosperi
Name:
Title: *Vice President*



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity;
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

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

Vendor Initials

MCP

6/7/14
Rev. 10/2/14

Page 1 of 2

Date 5/28/20

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: Interim HealthCare

5/29/20
Date

Michael P. [Signature]
Name:
Title: Vice President

Exhibit G

Vendor Initials MP

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

Interim HealthCare

Date

5/29/20

Name:

Title:

Mike P...

Vice President