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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shabinette
Commissioner

Patricia M. Tilley
Director

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October 4, 2022

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 **Sole Source** amendment to an existing contract with Maxim Healthcare Staffing Services, Inc.(VC#177770), Manchester, NH, for temporary staff to support a variety of public health programs within the Department, by increasing the price limitation by \$492,501 from \$9,354,791 to \$9,847,292, effective upon Governor and Council approval. 68% Federal Funds. 13% General Funds. 19% Other Funds.

The original contract was approved by Governor and Council on December 22, 2021, item #37 and most recently amended with Governor and Council approval on April 20, 2022, item #30.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is adding additional funds and scope of work to this Contract, per the MOP 150 this action must be labelled as sole source. The original action was a result of a Request of Proposal. This Contractor has been able to provide qualified and trained temporary staff to the Department and is able to quickly provide additional temporary staff to the Department to meet emerging and targeted needs.

The purpose of this request is to provide additional temporary staff positions to support a variety of public health programs. The additional positions include:

- HAI Prevention Specialist to collaborate with state partners, healthcare settings, and other public health programs to complete Infection Control Assessment Reviews of healthcare settings within the state and assist with HAI investigations and antimicrobial resistance surveillance and response.
- Epidemiology Laboratory Capacity Grant Coordinator to plan, develop, and coordinate the Epidemiology and Laboratory Capacity for Infectious Diseases cooperative agreements, including COVID-19 supplemental funding streams.
- Juvare System Administrator to develop and assist in the implementation of specialized healthcare emergency management software for the Bureau of Emergency Preparedness, Response, and Recovery within the Division of Public Health Services. This position develops, implements, and evaluates the program and

implementing procedures, service delivery, and related training associated with the Department's emergency management software platform.

- Administrator of Medicaid Care Management Programs to support the development, implementation, and evaluation of departmental Medicaid care coordination and benefits management programs under the general supervision of the Medicaid Director of the Division of Medicaid.
- Therapeutic Cannabis Program Data Analyst to analyze and evaluate statistical data and the methods of collecting, processing, and disseminating such data in order to implement the functions and goals of the Therapeutic Cannabis Program.

In addition to the positions above, this amendment includes a revised pay rate for the Public Health Workforce Specialist, to ensure this individual is compensated commensurate with experience and in parity with other positions with similar responsibilities. This amendment also includes liquidation of two positions: the Data Modernization Initiative IT Specialist and Data Modernization Initiative Lead. This amendment also includes additional grant funds that support existing positions in the contract to manage ongoing public health needs.

The Department will monitor services by tracking the following:

- Number of qualified applicants for Temporary Staff positions submitted for Department consideration.
- Number of Temporary Staff positions filled as a proportion of the total number of Temporary Staff positions requested by the Department.
- Number of days taken to fill requested positions from the date the Department makes a request to the date of selection of the candidate to fill the position.

Should the Governor and Council not authorize this request, the State will be unable to provide support to hospitals around the state regarding the implementation of emergency management software intended to create efficiency in coordination. In addition, the State will lack critical and timely resources to support the implementation of Medicaid-related care coordination. The Department will also lack resources to support data systems management across a range of critical public health programs. Finally, the State will be unable to adequately support infection protection programs at hospitals that have been impacted by the prevalence of COVID-19.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.136, FAIN #NU17CE924984; ALN #93.323, FAIN #NH50CK000522; ALN #93.268, FAIN #NH23IP922595; ALN #93.940, FAIN #NU62PS924538; ALN #93.977, FAIN #NH25PS005173; ALN #93.354 FAIN #NU90TP922144; ALN #93.116 FAIN #NU52PS910182; ALN #97.778 FAIN #2205NH5ADM. 68% Federal Funds. 13% General Funds. 19% Other Funds.

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

05-95-90-902510-1956 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION - COVID-19
100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90023210	\$992,488	\$0	\$992,488
2023	102-500731	Contracts for Prog Svc	90023210	\$50,000	\$671,870	\$721,870
2024	102-500731	Contracts for Prog Svc	90023210	\$50,000	\$0	\$50,000
		Subtotal		\$1,092,488	\$671,870	\$1,764,358

CFDA 93.268
FAIN NH231P922595

05-95-90-902010-5040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERVICES, OPIOID SURVEILLANCE
100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog SVC	90050403	\$95,040	\$0	\$95,040
		Subtotal		\$95,040	\$0	\$95,040

CFDA 93.136
FAIN NU17CE924984

05-95-90-903010-1835, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183553	\$124,284	\$0	\$124,284
		Subtotal		\$124,284	\$0	\$124,284

CFDA 93.323
FAIN NUSOCK000522

05-95-90-903010-1957, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC-3-COMPONENTS-COVID-19
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183537	\$71,946	\$0	\$71,946
		Subtotal		\$71,946	\$0	\$71,946

CFDA 93.323
FAIN NUSOCK000522

05-95-90-903010-2180, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC DATA MODERNIZATION
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183547	\$355,563	(\$355,563)	\$0
2023	102-500731	Contracts for Prog Svc	90183547	\$40,000	(\$40,000)	\$0
2024	102-500731	Contracts for Prog Svc	90183547	\$40,000	(\$40,000)	\$0
		Subtotal		\$435,563	(\$435,563)	\$0

CFDA 93.323
FAIN NUSOCK000522

05-95-90-903010-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	102-500731	Contracts for Prog Svc	90183518	\$322,493	\$0	\$322,493
2024	102-500731	Contracts for Prog Svc	90183518	\$300,000	\$0	\$300,000
		Subtotal		\$622,493	\$0	\$622,493

CFDA 93.323
FAIN NUSOCK000522

05-95-95-950010-1919, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFFICE OF THE COMMISSIONER
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	103-502664	Contracts for Op Svc	95010690	\$900,000	\$0	\$900,000
		Subtotal		\$900,000	\$0	\$900,000

05-95-90-903010-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183538	\$3,000,000	\$0	\$3,000,000
		Subtotal		\$3,000,000	\$0	\$3,000,000

CFDA 93.323
FAIN NUSOCK000522

05-95-90-903510-2468, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF EMERGENCY PREP & RESPONSE, PH CRISIS RSP-ARP
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90027500	\$2,107,977	\$0	\$2,107,977
		Subtotal		\$2,107,977	\$0	\$2,107,977

CFDA 93.354
FAIN NU90TP922144

05-95-90-902510-5170, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
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State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90022000	\$4,500	\$0	\$4,500
			Subtotal	\$4,500	\$0	\$4,500

CFDA 93.116
FAIN NUS2PS910182

05-95-90-902510-7536, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90024000	\$4,500	\$0	\$4,500
2022	102-500731	Contracts for Prog Svc	90025000	\$1,000	\$0	\$1,000
			Subtotal	\$5,500	\$0	\$5,500

CFDA 93.94
FAIN NUG2PS924538
CFDA 93.977
FAIN NH25PS005173

05-95-90-903010-1936, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC HEALTHCARE IPC TRAINING
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183527	\$100,000	\$0	\$100,000
			Subtotal	\$100,000	\$0	\$100,000

CFDA 93.323
FAIN NUSOCK000522

05-95-90-903010-2647, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ARP -- TESTING IN HOMELESS SITES
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183554	\$312,000	\$0	\$312,000
			Subtotal	\$312,000	\$0	\$312,000

CFDA 93.323
FAIN NUSOCK000522

05-95-90-903010-2643, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ARP -- ELC STRIKE TM PROJ
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183556	\$58,500	\$0	\$58,500
2022	102-500731	Contracts for Prog Svc	90183557	\$58,500	\$0	\$58,500
			Subtotal	\$117,000	\$0	\$117,000

CFDA 93.323
FAIN NUSOCK000522

05-95-90-903010-2645, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ARP -- ELC SHARP PROJ
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183555	\$310,000	\$36,000	\$346,000
			Subtotal	\$310,000	\$36,000	\$346,000

CFDA 93.323
FAIN NUSOCK000522

05-95-90-904010-1380, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PRESCRIPTION DRUG MONITORING, PRESCRIPTION DRUG MONITORING
100% OTHER

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	103-500731	Contracts for Prog Svc	90138014	\$56,000	\$0	\$56,000
			Subtotal	\$56,000	\$0	\$56,000

05-95-90-901010-3899, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH SERVICES, BUREAU OF POLICY & PERFORMANCE, THERAPEUTIC CANNABIS PROGRAM
100% OTHER

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	102-500731	Contracts for Prog Svc	90000868	\$0	\$93,600	\$93,600
			Subtotal	\$0	\$93,600	\$93,600

05-95-47-470010-7937, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF MEDICAID SERVICES, MEDICAID ADMINISTRATION
50% FEDERAL 50% GENERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	102-500731	Contracts for Prog Svc	47000102	\$0	\$126,594	\$126,594
			Subtotal	\$0	\$126,594	\$126,594

CFDA 97.778
FAIN 2205NHSADM

Grand Total	\$9,354,791.00	\$492,501.00	\$9,847,292.00
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Federal	9,634,395	98%	\$335,604	68%
Other	149,600	2%	\$93,600	19%
General	63,297	1%	\$63,297.0	13%
			\$492,501	

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 22, 2021, (Item #37), and as amended on April 20, 2022, (Item #30), 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 approval from the Governor and Executive Council; 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:
\$9,847,292
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
3. Modify Exhibit B, Scope of Services Subsection 1.4 by adding Paragraph 1.4.10. to read: 1.4.10.
HAI Prevention Specialist
4. Modify Exhibit B, Scope of Services Subsection 1.4 by adding Paragraph 1.4.11. to read: 1.4.11.
Epidemiology Laboratory Capacity Grant Coordinator
5. Modify Exhibit B, Scope of Services Subsection 1.6. by adding Paragraph 1.6.4. to read:
1.6.4. Juvare System Administrator
6. Modify Exhibit B, Scope of Services Subsection 1.6. by adding Paragraph 1.6.5. to read:
1.6.5. Administrator of Medicaid Care Management Programs
7. Modify Exhibit B, Scope of Services Subsection 1.7 by adding Paragraph 1.7.3. to read:
1.7.3. Therapeutic Cannabis Program Data Analyst
8. Modify Exhibit B-3 – Amendment #2 to add Additional Job Descriptions, which is attached hereto and incorporated by reference herein.
9. Modify Exhibit C-1, Program Staff List by replacing in its entirety with Exhibit C-1 Amendment #2, and Program Staff List, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

10/19/2022

Date

DocuSigned by:
Patricia M. Tilley

Name: Patricia M. Tilley
Title: Director

10/18/2022

Date

Maxim Healthcare Staffing Services, Inc.
DocuSigned by:
Dana Shepherd

Name: Dana Shepherd
Title: Assistant Controller

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

OFFICE OF THE ATTORNEY GENERAL

10/19/2022

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-3, Amendment #2– Additional Job Descriptions

Position Title: Juvare System Administrator

Scope of Work: Develops and assists in the implementation of specialized healthcare emergency management software for the Bureau of Emergency Preparedness, Response, and Recovery within the Division of Public Health Services. This position develops, implements, and evaluates the program and implementing procedures, service delivery, and related training associated with the Department's emergency management software platform.

RESPONSIBILITIES:

- Administers, develops, trains, and maintains the DHHS emergency management software platforms used to coordinate with healthcare partners statewide during emergency incidents. This software is used to communicate and maintain situational awareness with partners on a daily basis as well as manage several internal programs.
- Lead the implementation and usage of DHHS Emergency management software platforms.
- Develops and collaborates on division emergency programs and ensures their integration with all supporting partners, local, non-governmental, and other state agencies to ensure coordination of program services and related training.
- Makes recommendations pertaining to emergency preparedness plans, equipment, and strategy to program administrators concerning the implementation of technology and procedures.
- Provides and recommends protocols for regional partners and operational changes related to the utilization of emergency software systems for the Division related to emergency operations.
- Maintains the bureau's emergency communications and IT related equipment and ensures its readiness.
- Collects and reviews data to assist in the development and updates of policies, procedure, and program planning documents as they relate to the emergency management platform in DPHS.
- Develop and provide training to State, regional and local partners related to DPHS programs, plans, and policies such as preparedness planning as relevant to the emergency management software platform.

MINIMUM QUALIFICATIONS:

Education: Master's degree from a recognized college or university with major study in public health, planning, business, computer sciences, health or social sciences, or homeland security. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Four years' experience in public safety or public health setting with responsibility for program planning, monitoring and evaluation or experience developing and teaching software systems to diverse audiences. Each additional year of approved work experience may be substituted for one year of required formal education.

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**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-3, Amendment #2– Additional Job Descriptions

PREFERRED QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in public health, planning, business, computer sciences, health or social sciences, Homeland Security. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Five years' professional experience in public safety or public health setting with responsibility for program planning, monitoring and evaluation or experience developing and teaching software systems to diverse audiences. Each additional year of approved work experience may be substituted for one year of required formal education.

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Contracted HAI Prevention Specialist

Scope of Work: Under the direct supervision of the Healthcare-Associated Infections (HAI) program manager, the HAI Prevention Specialist will collaborate with state partners, healthcare settings, and other public health programs to complete Infection Control Assessment Reviews (ICARs) of Healthcare Settings within the state. Additionally, the HAI Prevention Specialist will assist with HAI investigations and Antimicrobial Resistance surveillance and response.

RESPONSIBILITIES:

- Researches and evaluates all current resources available to healthcare settings to ensure effective implementation of infection control practices and to inform HAI Program of healthcare setting activities and support.
- Complete Infection Control Assessment Reviews (ICARs) within Long-term Care Facilities, Acute Care, Outpatient Clinics, Dialysis Centers, and other appropriate settings.
- Provide written feedback and summaries to healthcare settings in response to completed Infection Control Assessment Reviews (ICARs)
- Collaborates with the HAI Health Educator to provide resources and training in response to Infection Control Assessment Reviews (ICAR).
- Attends Community of Practice meetings for providers, staff, patients and residents of healthcare settings to provide HAI program information when needed.
- Collaborates with the HAI Epidemiologist and Antimicrobial Resistance Specialist to identify trends and gaps in infection control policies and procedures.
- Assist HAI program staff with the completion of investigation, surveillance, and response activities as needed.
- Develops policies, procedures, and protocols related to Healthcare Associated Infection prevention activities within healthcare settings.
- Prepares and presents program status reports for new and continuing federal grants.
- Attends conferences, meetings, and trainings as requested by the supervisor.
- Ensures availability to support the Department as needed in the event of an outbreak or other public health emergency.

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**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-3, Amendment #2- Additional Job Descriptions

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in nursing, infection prevention, epidemiology, public health, or related health field.

Experience: Five years of professional experience in nursing, infection prevention, public health, or healthcare epidemiology with responsibilities in program research, planning, monitoring, and evaluation. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license or access to transportation for statewide travel required.

PREFERRED QUALIFICATIONS:

- Bachelor's degree from a recognized university with major study in nursing and/or healthcare epidemiology preferred
- Knowledge and experience in infection prevention
- Proficiency in computer applications preferred
- Understanding of social determinants of health, applied public health experience and emergency preparedness and response
- Experience working in healthcare settings
- Considerable ability to communicate clearly and concisely both in oral and written form
- Ability to communicate with the public and medical providers on medical and other issues
- Perform technical writing
- Certification in Infection Prevention and Control and Licensure as a Registered Nurse in the State of New Hampshire preferred.

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Position Title: Administrator of Medicaid Care Management Programs

SCOPE OF WORK: Authorizes and directs the development, implementation, and evaluation of departmental Medicaid care coordination and benefits management programs under the general supervision of the Medicaid Director of the Office of Medicaid Business and Policy.

RESPONSIBILITIES:

- Manages the department's Medicaid enhanced care coordination programming ensuring successful implementation and integration with existing benefit management programs such as the pharmacy benefit manager, disease management program and the radiology prior authorization program.
- Evaluates requests for prior authorization received on behalf of fee for service Medicaid members and determines whether medical necessity criteria are met. Initiates contacts with members, physicians, and other key providers for additional medical documentation in order to make necessary determinations.

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10/18/2022



**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-3, Amendment #2- Additional Job Descriptions

- Conducts concurrent utilization review for inpatient fee for service members being admitted under a single case agreement to assure progress is being made and plans for discharge are being formulated in accordance with clinical best practices.
- Develops, coordinates and evaluates a comprehensive treatment plan for assigned fee for services members through dialogue with the individual member, the member's family, other State agencies and treatment providers to assure appropriate treatment regimens are in place.
- Communicates with discharge planners, social services, physicians, nursing, and facility case manager to coordinate services in conjunction with the case management plan.
- Oversees facets of the care coordination program development including the evaluation of clinical quality and financial components of the program.
- Controls and monitors program development, implementation and evaluation activities and formulates appropriate quality and program evaluation.
- Develops strategy for ongoing Medicaid client and provider network communication regarding the care coordination and benefit management programs. Serves as a communications resource to both external and internal stakeholders.
- Ensures objectives for care coordination and benefit management programs are realized.
- Monitors vendor performance to ensure that vendors satisfactorily address contractual requirements for clinical, financial, and quality performance measures.

MINIMUM QUALIFICATIONS:

Education: Master's degree from a recognized college or university with major study in nursing or other health profession field, health care administration, public health or public administration.

Experience: Eight years' experience in administering health care programs for low income, at risk populations, five years of which must have been in a management level position involving administrative or supervisory duties concerned with program administration, program planning and evaluation, business management or related management experience.

OR

Education: Bachelor's degree from a recognized college or university with major study in nursing or other health profession field, health care administration, public health or public administration.

Experience: Nine years' experience in administering health care programs for low income, at risk populations, five years of which must have been in a management level position involving administrative or supervisory duties concerned with program administration, program planning and evaluation, business management or related management experience.

License/Certification: Valid driver's license and/or access to transportation for statewide travel.

SPECIAL QUALIFICATIONS: State Medicaid program experience desirable. Excellent verbal and written communication skills. Demonstrated ability to multi-task and work with minimal or direct supervision. Demonstrated ability in formulating care plans from assessment and clinical information.

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10/18/2022



**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-3, Amendment #2- Additional Job Descriptions

Position Title: Therapeutic Cannabis Program Data Analyst

RESPONSIBILITIES:

- Analyzes and evaluates statistical data and the methods of collecting, processing, and disseminating such data in order to implement the functions and goals of the Therapeutic Cannabis Program.
- Oversees data collection, processing, editing, and dissemination procedures and methods to ensure appropriateness for analysis, research, planning, and program administration.
- Evaluates and monitors data collection activities to assure compliance with third-party contract specifications.
- Maintains, tracks, and analyzes data to ensure proper content, accuracy, timeliness, and completeness, as well as adherence to applicable requirements and confidentiality standards.
- Reviews, analyzes, and processes the required data to populate program and State reporting requirements.
- Provides detailed statistical analysis to include the design and preparation of reports, spreadsheets, and graphs, in order to identify trends to assist in program decisions and policy recommendations.
- Makes recommendations for report revisions and the creation of new reports to meet program needs.
- Develops automated solutions, formats, and procedures to meet program needs, including flexible reporting options, mapping, and investigative review.
- Devises and documents mathematical and statistical procedures utilized to satisfy requirements for regularly scheduled and ad-hoc report generation.

Qualifications:

Education: Master's degree from a recognized college or university with major study in statistics, mathematics, economics, health services research or administration, computer science, environmental science, or related field.

Experience: Three years' professional experience in the design or development of programs for the collection and analysis of data. Each additional year of approved work experience may be substituted for one year of required formal education at the graduate level only.

License/Certification:

Possession of a valid driver's license and/or have access to transportation for statewide travel.

.....
Position Title: Epidemiology Laboratory Capacity Grant Coordinator

Scope of Work: Plans, develops and coordinates the Epidemiology and Laboratory Capacity (ELC) for Infectious Diseases cooperative agreements, including COVID-19 supplemental funding streams. Reports -

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10/18/2022



**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-3, Amendment #2- Additional Job Descriptions

to the ELC principle investigator and collaborates with program and finance staff to ensure all grant-related reporting is submitted as required by the cooperative agreement. Performs administrative tasks to implement grant-related activities, including assisting with contract monitoring.

RESPONSIBILITIES:

- Plans, develops and coordinates Epidemiology and Laboratory Capacity (ELC) for Infectious Diseases cooperative agreement activities with public health program staff to ensure the state's capacity to detect, prevent, and respond to infectious diseases and to build capacity for health information systems and data exchange.
- Coordinates and monitors grant-related activities to ensure scope of service align and are being accomplished in compliance with grant and state requirements.
- Explains, and interprets ELC-related cooperative agreement policies and develops standard operating procedures for program management purposes.
- Reviews, modifies and implements policies and procedures for program operations as a result of results found in reporting, or parameters of the grant, law and regulation.
- Prepares and submits ELC-related grant documents within the established deadline including progress reports, budgets, performance measures, and work plan activities in conjunction with program staff. This includes working with other staff to collect and enter grant-related data and information in online grant reporting systems.
- Participates in development of budgets and prepares periodic statistical and narrative reports on programs in conjunction with program staff.
- Coordinates New Hampshire's ELC Governance Team and other grant-related meetings and evaluates and provides recommendations with approaches for performance management and staffing plans that are in alignment with grant requirements.
- Provides educational presentations as they relate to ELC programs to internal and external partners as requested.
- Ensures availability to support the Department as needed in the event of a public health emergency.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in program management, epidemiology, public health, or related health field.

Experience: Five years' professional experience in government or government-related grants, projects, emergency management, or program management, requiring expertise in grant or program management, with responsibilities in program research, planning, monitoring, and evaluation. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license or access to transportation for statewide travel required.

PREFERRED QUALIFICATIONS (*this section is entirely optional*):



**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-3, Amendment #2- Additional Job Descriptions

Knowledgeable in public health preferred. Prior experience administering large multi-million dollar grants is preferred. Prior experience demonstrating strong leadership and communication skills and success with quality improvement and program evaluation is preferred.

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10/18/2022

Exhibit C-1 Program Staff List - Amendment #2

Unit	Position	Position Tier	Number of Anticipated Positions	All-Inclusive Hourly Administrative Rate	Overtime and Holiday Rate
BIDC - Investigation and Surveillance	Administrative Support Specialist		1	\$51	\$66
BIDC - Investigation and Surveillance	Case Coordination Unit Lead		1	\$56	\$73
BIDC - Investigation and Surveillance	Case Coordination Support Specialist		3	\$40	\$52
BIDC - Investigation and Surveillance	COVID-19 Occupational Health Epidemiologist		3	\$85	\$111
BIDC - Investigation and Surveillance	COVID-19 Outreach Specialist		2	\$55	\$72
BIDC - Investigation and Surveillance	Infectious Disease Investigation Unit Lead		3	\$78	\$101
BIDC - Investigation and Surveillance	Educational Institution Liaison		2	\$60	\$78
BIDC - Investigation and Surveillance	Epidemiologist		3	\$85	\$111
BIDC - Investigation and Surveillance	Epidemiology Unit Lead		1	\$100	\$130
BIDC - Investigation and Surveillance	Epidemiology Statistical Assistant		1	\$62	\$81
BIDC - Investigation and Surveillance	Infectious Disease Investigator		3	\$65	\$85
BIDC - Investigation and Surveillance	Information Technology System Administrator		1	\$64	\$83
BIDC - Investigation and Surveillance	Public Health Workforce Specialist		2	\$69	\$90
BIDC	Infection Prevention Liaison		2	\$65	\$85
BIDC	HAI Support Epidemiologist		2	\$65	\$85
BIDC	STD and TB Program Administrator		3	\$89	\$116
BIDC - Vaccine	Call Center Agent		1	\$36	\$47
BIDC - Vaccine	Call Center Supervisor		1	\$43	\$56
BIDC - Vaccine	Data Quality Analyst - Immunization Information System		2	\$51	\$66
BIDC - Vaccine	Data Quality Specialist - Immunization Information System		2	\$56	\$73
BIDC - Vaccine	Data Quality Specialist Supervisor - Immunization Information System		2	\$61	\$79
BIDC - Vaccine	Equity Vaccination Clinics Coordinator - Booster		2	\$61	\$79
BIDC - Vaccine	Equity Vaccination Clinics Coordinator - General		2	\$60	\$78
BIDC - Vaccine	Equity Vaccination Initiative Supervisor		3	\$60	\$78
BIDC - Vaccine	Immunization Information System Helpdesk Support Specialist		2	\$43	\$56
BIDC - Vaccine	Immunization Training Support Specialist		2	\$43	\$56
BIDC - Vaccine	Onboarding Specialist - Immunization Information System		2	\$70	\$91
BIDC - Vaccine	Quality Assurance Coordinator - Fixed Vaccination Clinics		2	\$60	\$78
BIDC - Vaccine	Quality Assurance Coordinator - Remote Vaccination Clinics		2	\$60	\$78
BIDC - Vaccine	Vaccine Education and Training Supervisor		3	\$75	\$98
BIDC - Vaccine	Vaccine Operations Administrator		3	\$77	\$100
BIDC - Vaccine	Vaccine Shipping Clerk		1	\$30	\$39
EPRR	Logistics Specialist		1	\$51	\$66

Contractor Initials 

Exhibit C-1 Program Staff List - Amendment #2

EPRR	Regional Public Health Network Coordinator	2	1	\$75	\$98
EPRR	SASS & LTCF Testing Project Coordinator	2	1	\$65	\$85
EPRR	Strike Team Program Coordinator	1	1	\$65	\$85
EPRR	COVID-19 Homeless Services Coordinator	2	1	\$55	\$72
PDMP	Prescription Drug Monitoring Program Assistant	1	1	\$64	\$83
PHL	Biomonitoring Program Specialist	2	1	\$61	\$79
PHL	Data Entry Specialist	1	5	\$28	\$36
PHL	Laboratory Assistant - Central Receiving	1	7	\$38	\$49
PHL	Laboratory Assistant - Microbiology	1	1	\$38	\$49
PHL	Laboratory Scientist	1	2	\$43	\$56
PHL	LIMS Program Specialist	1	1	\$75	\$98
PHL	Microbiologist II	2	2	\$62	\$81
PHL	Microbiologist IV	3	1	\$73	\$95
OEP	Javare System Administrator		1	\$65	\$85
HAI	Contracted HAI Prevention Specialist		1	\$65	\$85
OMBP	Administrator of Medicaid Care Management Programs		1	\$130	\$169
TCP	Therapeutic Cannabis Program Data Analyst		1	\$78	\$101
ELC	Epidemiology Laboratory Capacity Grant Coordinator		1	\$65	\$85
PHL	Toxicologist I	1	1	\$49	\$64

NH DHHS - Retention Bonus Plan

Tier	Start Date	
	January 1, 2022 - June 30, 2022	July 1, 2022 through December 30, 2022
I	\$500.00	\$500.00
II	\$700.00	\$700.00
III	\$900.00	\$900.00

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

Business ID: 813579

Certificate Number: 0005749043



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Carrie O'Brien, 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 Maxim Healthcare Staffing Services, Inc.
2. The following is a true copy of signatory authority I have provided as a duly-appointed officer of Maxim Healthcare Staffing Services. As an Officer, signatory authority has been provided to the below listed individual to enter into contracts or agreements with the State of New Hampshire, and any of its agencies or departments as of **September 29th, 2022**.

Such that Dana Shepherd, Assistant Controller

is duly authorized on behalf of Maxim Healthcare Staffing Services, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said authority 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: 30-Sep-22

DocuSigned by:

Carrie O'Brien

Signature of Elected Officer

Name: **Carrie O'Brien**

Title: **Senior Vice President – General Counsel,
Legal**



7227 Lee Deforest Drive
Columbia, MD 21046
Phone: 410-910-1500
Fax: 410-910-1675

Signatory Authority

The undersigned, as an officer of Maxim Healthcare Staffing Services, Inc., ("Maxim") and as authorized by the Board of Directors of Maxim, hereby authorizes Dana Shepherd, Assistant Controller for Maxim to sign the Amendment No. 3 to the Agreement SS-2022-DCYF-06-YOUTH-01 for Youth Counselor Staffing Support for SYSC (Sununu Youth Services Center) between the State of New Hampshire, Department of Health and Human Services and Maxim Healthcare Staffing Services, Inc., effective September 29th, 2022.

DATE: 30-Sep-22

DocuSigned by:

Carrie O'Brien

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Carrie O'Brien

Senior Vice President – General Counsel,

Legal

MAXIM HEALTHCARE STAFFING SERVICES, INC.

**INFORMAL ACTION OF BOARD OF DIRECTORS IN
LIEU OF SPECIAL MEETING**

The undersigned, being all of the directors of MAXIM Healthcare Staffing Services, Inc., a Maryland corporation (the "Corporation"), pursuant to the provisions of Section 2-408(c) of the Maryland General Corporation Law, hereby adopt the following resolutions, in lieu of holding a special meeting of the Board of Directors of the Corporation:

WHEREAS, the Board of Directors desires to accept the resignation of Raymond Carbone as Treasurer, and Toni-Jean Lisa, Esq. as Secretary, effective January 1, 2022; and

WHEREAS, the Board has identified Scott Carter as qualified to hold the position of Treasurer of the Corporation, and Carrie O'Brien, Esq. as Secretary.

NOW, THEREFORE, be it hereby:

RESOLVED: that the Board of Directors hereby accepts the resignation of Raymond Carbone and Toni-Jean Lisa, Esq. from any all offices with and for the Corporation, effective January 1, 2022, and it is further;

RESOLVED: that, effective as of January 1, 2022, Scott Carter be, and he hereby is, appointed as Treasurer, and Carrie O'Brien, Esq. as Secretary, to serve until their respective successors shall have been appointed or until their earlier death or resignation or removal by the Board of Directors.

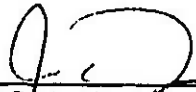
Executed as of January 1, 2022.

James C. Davis

Randall D. Sones

William Butz, Jr.

Executed as of January 1, 2022.



James C. Davis

Randall D. Sones

William Butz, Jr.

Executed as of January 1, 2022.

James C. Davis

RD Sones

Randall D. Sones

William Butz, Jr.

Executed as of January 1, 2022.

James C. Davis

Randall D. Sones



William Butz, Jr.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2022

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 Altus Partners, Inc. 201 King of Prussia Road STE100 Radnor PA 19087 License#: 57081 MAXIHEA-02	CONTACT NAME: PHONE (A/C, No, Ext): 610-526-9130 FAX (A/C, No): 610-526-2021 E-MAIL: col@altuspartners.com ADDRESS: col@altuspartners.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Lloyds	NAIC #
INSURER B: ACE American Insurance Company	22667
INSURER C: Indemnity Ins Co of N Am	43575
INSURER D: ACE Fire Underwriters Ins Co	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 173012845

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 INSD	SUBR YWYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$3,000,000 SIR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HC2100107	11/30/2021	11/30/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			H25546726	11/30/2021	11/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HC2100107	11/30/2021	11/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C B D B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	C68925708 (AOS) C68925745 (CA & MA) C68925629 (WI) C68925666 (OH & WA)	11/30/2021 11/30/2021 11/30/2021 11/30/2021	11/30/2022 11/30/2022 11/30/2022 11/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			HC2100107	11/30/2021	11/30/2022	Per Claim/Agg \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate is issued as evidence of insurance per policy terms, conditions and exclusions.
 Agent/Broker will endeavor to mail 30 days written notice to the certificate holder should any of the above described policies be cancelled before the expiration date.

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

APR 01 '22 PM 3:19 RCVD

30 Mar



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibley
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

March 23, 2022

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 amend an existing contract with Maxim Healthcare Staffing Services, Inc. (VC#177770), Manchester, NH, for temporary staff to support a variety of public health programs within the Department, by increasing the price limitation by \$3,012,977 from \$6,341,814 to \$9,354,791 with no change to the contract completion date of December 31, 2023, effective upon Governor and Council approval. 98% Federal Funds and 2% Other Funds (Department of Justice Funds).

The original contract was approved by Governor and Council on December 22, 2021, item #37.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to provide additional temporary staff positions to support a variety of public health programs, as well as the ongoing management of COVID-19 and other infectious diseases. The additional positions include:

- o Infection Prevention Liaison to support State partners and response staff in the assessment of and coordination with high-risk facilities to ensure continuity of safe operations and protection and health of residents and visitors. This includes outbreak support to facilities' needs, data validation, and program reports.
- o Healthcare Associated Infection (HAI) Support Epidemiologist to assist with outbreak reporting and response in healthcare facilities, including investigating control breaches, drug diversion events, and HAI/antibiotic resistant outbreaks or clusters reported to the Department.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

- o Strike Team Program Coordinator to support various activities related to infection prevention at long term care facilities, potential deployment of on-demand resources in the event of outbreaks, and the provision of consultation on COVID-19 management strategies.
- o COVID-19 Homeless Services Coordinator to support coordination between the State and shelters regarding infection control, implementation of COVID prevention strategies, and other needs and services. The position is a requirement of a recently accepted CDC grant focused on providing support resources to homeless shelters and support facilities.
- o Sexually Transmitted Disease and Tuberculosis Program Administrator to provide consultation and technical assistance on various grant program activities and project plans, as well as to ensure the execution of key objectives, management of project budgets, and completion of required reporting.
- o Prescription Drug Monitoring Program Assistant to supplement the data analysis capabilities of the Prescription Drug Monitoring Program, as well as to enhance coordination with pharmacy partners to ensure responsible oversight of opioid and other controlled substances.

In addition to the positions above, this amendment includes a revised pay rate for specific individual positions, including Laboratory Assistant roles, to ensure individuals are compensated commensurate with experience and in parity with other positions with similar responsibilities. This amendment also includes revised language to clarify that any finished and unfinished products related to data analysis and reporting developed under the contract are the intellectual property of the Department.

The Department will monitor services by tracking the following:

- Number of qualified applicants for Temporary Staff positions submitted for Department consideration.
- Number of Temporary Staff positions filled as a proportion of the total number of Temporary Staff positions requested by the Department.
- Number of days taken to fill requested positions from the date the Department makes a request to the date of selection of the candidate to fill the position.

Should the Governor and Council not authorize this request, the State will be unable to provide appropriate consult to long term care facilities, homeless shelters, and other high risk organizations as they respond to the ongoing COVID-19 pandemic and its impact on their residents. In addition, the State will lack necessary resources to ensure full implementation of the Prescription Drug Monitoring Program and meet federal reporting requirements for opioid programs. Finally, the State will lack the resources to adequately support infection protection programs that have been impacted by the prevalence of COVID-19 and the continued response.

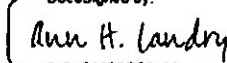
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Area served: Statewide

Source of Federal Funds: Assistance Listing Number # 93.136 FAIN: NU17CE924984;
ALN 93.323 FAIN: NH50CK000522; ALN 93.323 FAIN: NH50CK000522; ALN 93.940 FAIN:
NU62PS924538; ALN 93.977 FAIN: NH25PS005159 and 2% Other Funds (Department of Justice
Funds).

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

Respectfully submitted,

DocuSigned by:

Lori A. Shiffrin
Commissioner

05-95-90-901510-1956 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION - COVID-19
100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90023210	\$992,488	\$0	\$992,488
2023	102-500731	Contracts for Prog Svc	90023210	\$50,000	\$0	\$50,000
2024	102-500731	Contracts for Prog Svc	90023210	\$50,000	\$0	\$50,000
Subtotal				\$1,092,488	\$0	\$1,092,488

05-95-90-902010-5040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERVICES, OPIOID SURVEILLANCE
100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog SVC	90050403	\$95,040	\$0	\$95,040
Subtotal				\$95,040	\$0	\$95,040

05-95-90-903010-1835, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183553	\$124,284	\$0	\$124,284
Subtotal				\$124,284	\$0	\$124,284

05-95-90-903010-1957, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC-3-COMPONENTS-COVID-19
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183537	\$71,946	\$0	\$71,946
Subtotal				\$71,946	\$0	\$71,946

05-95-90-903010-2180, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, DATA MODERNIZATION
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183547	\$355,563	\$0	\$355,563
2023	102-500731	Contracts for Prog Svc	90183547	\$40,000	\$0	\$40,000
2024	102-500731	Contracts for Prog Svc	90183547	\$40,000	\$0	\$40,000
Subtotal				\$435,563	\$0	\$435,563

05-95-90-903010-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2023	102-500731	Contracts for Prog Svc	90183518	\$322,493	\$0	\$322,493
2024	102-500731	Contracts for Prog Svc	90183518	\$300,000	\$0	\$300,000
Subtotal				\$622,493	\$0	\$622,493

05-95-95-950010-1919, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFFICE OF THE COMMISSIONER
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	103-502664	Contracts for Op Svc	95010690	\$900,000	\$0	\$900,000
			<i>Subtotal</i>	<i>\$900,000</i>	<i>\$0</i>	<i>\$900,000</i>

05-95-90-903010-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH,
BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183538	\$3,000,000	\$0	\$3,000,000
			<i>Subtotal</i>	<i>\$3,000,000</i>	<i>\$0</i>	<i>\$3,000,000</i>

05-95-90-903510-2468, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH,
BUREAU OF EMERGENCY PREP & RESPONSE, PH CRISIS RSP-ARP
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90027500	\$0	\$2,107,977	\$2,107,977
			<i>Subtotal</i>	<i>\$0</i>	<i>\$2,107,977</i>	<i>\$2,107,977</i>

05-95-90-902510-5170, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH,
BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90022000	\$0	\$4,500	\$4,500
			<i>Subtotal</i>	<i>\$0</i>	<i>\$4,500</i>	<i>\$4,500</i>

05-95-90-902510-7536, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH,
BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90024000	\$0	\$4,500	\$4,500
2022	102-500731	Contracts for Prog Svc	90025000	\$0	\$1,000	\$1,000
			<i>Subtotal</i>	<i>\$0</i>	<i>\$5,500</i>	<i>\$5,500</i>

05-95-90-903010-1936, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH,
BUREAU OF LABORATORY SERVICES, ELC HEALTHCARE IPC TRAINING
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183527	\$0	\$100,000	\$100,000
			<i>Subtotal</i>	<i>\$0</i>	<i>\$100,000</i>	<i>\$100,000</i>

05-95-90-903010-2647, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH,
BUREAU OF LABORATORY SERVICES, ARP -- TESTING IN HOMELESS SITES
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183554	\$0	\$312,000	\$312,000
			<i>Subtotal</i>	<i>\$0</i>	<i>\$312,000</i>	<i>\$312,000</i>

05-95-90-903010-2643, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH,
BUREAU OF LABORATORY SERVICES, ARP -- ELC STRIKE TM PROJ
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183556	\$0	\$58,500	\$58,500

2022	102-500731	Contracts for Prog Svc	90183557	\$0	\$58,500	\$58,500
			<i>Subtotal</i>	\$0	\$117,000	\$117,000

05-95-90-903010-2645, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH,
 BUREAU OF LABORATORY SERVICES, ARP -- ELC SHARP PROJ
 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90183555	\$0	\$310,000	\$310,000
			<i>Subtotal</i>	\$0	\$310,000	\$310,000

05-95-90-904010-1380, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH,
 BUREAU OF PRESCRIPTION DRUG MONITORING, PRESCRIPTION DRUG MONITORING
 32.38% FEDERAL 67.62% OTHER

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	103-502507	Contracts for Op Services	90138015	\$0	\$56,000	\$56,000
			<i>Subtotal</i>	\$0	\$56,000	\$56,000

<i>Grand Total</i>	\$6,341,814.00	\$3,012,977.00	\$9,354,791.00
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**State of New Hampshire
Department of Health and Human Services
Amendment #1**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 22, 2021, (Item # 37), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to 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:
\$9,354,791
2. Modify Exhibit A Revisions to Standard Agreement Provisions by replacing in its entirety with Exhibit A – Amendment #1 Revisions to Standard Agreement Provisions, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit B Scope of Services, Subsection 1.2, by adding Paragraph 1.2.6 to read:
1.2.6. Prescription Drug Monitoring Program - Prescription Drug Monitoring Program Assistant
4. Modify Exhibit B Scope of Services, Subsection 1.3, by adding Paragraphs 1.3.15 through 1.3.17, to read:
1.3.15 Infection Prevention Liaison.
1.3.16 Healthcare-Associated Infections (HAI) Support Epidemiologist.
1.3.17 STD and TB Program Administrator.
5. Modify Exhibit B Scope of Services, Subsection 1.6, by adding Paragraphs 1.6.4 and 1.6.5, to read:
1.6.4 Strike Team Program Coordinator
1.6.5 COVID-19 Homeless Services Coordinator
6. Add Exhibit B-2 – Amendment #1, Additional Job Descriptions, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit C-1 Program Staff List, by replacing in its entirety with Exhibit C-1 Amendment #1; Program Staff List, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

3/31/2022

Date

DocuSigned by:
Iain Watt
D778B63F9704C7...

Name: Iain Watt

Title:
Deputy Director - DPHS

Maxim Healthcare Staffing Services, Inc.

3/31/2022

Date

DocuSigned by:
Andrea Torres
DC8A0988299E4E8...

Name: Andrea Torres

Title:
Assistant Controller

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

OFFICE OF THE ATTORNEY GENERAL

4/1/2022

Date

DocuSigned by:
Robyn Guarino
748734841941460

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services
EXHIBIT A – Amendment #1**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon G&C approval or on January 1, 2022 ("Effective Date"), whichever is later.

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 two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, Subparagraph 9.1 is amended as follows:

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. Notwithstanding paragraph 8, the Contractor may, at its sole discretion terminate the Agreement for any reason, in whole or in part, by ninety (90) days, upon written notice to the State that the Contractor is exercising its option to terminate the Agreement.

1.4. Paragraph 10, Data/Access/Confidentiality/Preservation, is amended by adding subparagraph 10.4 as follows:

10.4 All finished or unfinished codes for data analysis, statistic reporting, programming and other materials prepared under this Agreement are intellectual property of the State.

1.5. 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

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**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services
EXHIBIT A – Amendment #1**

a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

1.6. Paragraph 14, Insurance, Subparagraph 14.1.2, is deleted.

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**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-2, Amendment #1 – Additionl Job Descriptions

POSITION TITLE: COVID-19 Homeless Outreach Coordinator

SCOPE OF WORK: Develops and implements COVID-19 educational, outreach and training materials for the COVID-19 public health response, manages web and social media communication, and implements outreach strategies that support the prevention of COVID-19 in emergency homeless shelters and homeless encampments.

ACCOUNTABILITIES:

- Researches, identifies, and develops culturally appropriate educational outreach materials to complement COVID-19 response strategies including immunization, testing, contact tracing, and treatment for dissemination through community education, website, social media platforms, and public events.
- Researches and prepares informational materials that are used to inform program policy and procedures.
- Produces preliminary graphic material and design concepts.
- Serves as liaison to update and post program content on the NH Department of Health and Human Services website.
- With support from subject matter experts, responds to public inquiry emails and other communications.
- Coordinates with federal, state, and local officials to develop and implement community outreach activities and publicity to promote COVID-19 prevention.
- Coordinates professional statewide training and other outreach using multiple technologies including web based programs, conference calls, web site expansion, and regional seminars.
- Partners with internal and external organizations to broaden educational reach about the importance of COVID-19 prevention and develops targeted communications for distribution to these partners.
- Performs other related duties to support the public health response to COVID-19.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in business or public administration/health sciences, communications, liberal arts, or related field. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Four years' professional or paraprofessional experience in business or program administration, planning, communications, or health care related field, with responsibility for program implementation, direct service delivery, planning or communications. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license, if necessary for travel throughout the State.

Contractor Initial AT

Date 3/31/2022



**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-2, Amendment #1 – Additional Job Descriptions

SPECIAL REQUIREMENTS: Availability to work nights and weekends as needed. Proficient in office software applications.

PREFERRED QUALIFICATIONS:

- Completion of National Incident Management System and Incident Command System training
- Ability to communicate effectively orally and in writing to individuals and groups
- Ability to establish and maintain effective working relationships with medical, other professional and administrative officials, governmental officials and the public during periods of high stress
- Experience working in social media platforms

Position title: Prescription Drug Monitoring Program Data Assistant

Job Description

SCOPE OF WORK

- Analyzes and evaluates data and the methods of collecting, processing and disseminating such data in order to implement the functions and goals of the Prescription Drug Monitoring Program.

ACCOUNTABILITIES

- Monitors and evaluates collection, processing, editing and dissemination procedures and methods related to data on the dispensing of controlled medications. Makes procedural recommendations to ensure appropriateness for analysis, research planning and program administration.
- Maintains, tracks and analyzes compliance data to ensure proper content, accuracy, timeliness and adherence to applicable requirements and confidentiality.
- Reviews, analyzes and processes the required data to populate program, State and Federal reporting requirements. Reviews data to ensure integrity, timeliness and completeness of PDMP databases.
- Provides detailed statistical analysis to include the design and preparation of reports, spreadsheets, and graphs, in order to identify trends to assist in program decisions and creation of policy.
- Makes recommendations for report revisions and the creation of new reports to meet program needs, ensuring that confidentiality of data is appropriately protected.
- Develops automated solutions, formats and procedures to meet program needs, including flexible reporting options, mapping and investigative review.

Contractor
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3/31/2022
Date _____



**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-2, Amendment #1 – Additional Job Descriptions

- Devises and documents mathematical and statistical procedures utilized to satisfy requirements for regularly scheduled and ad-hoc report generation.

Position title: Strike Team Program Coordinator

Job Description

Plans, develops and coordinates the Covid-19 Strike Team grant and contracts. Reports to the Bureau of Emergency Preparedness, Response, and Recovery's Bureau Chief and collaborates with program and finance staff to ensure all grant-related reporting is submitted as required by the cooperative agreement. Performs administrative tasks to implement grant-related activities, including assisting with contract monitoring.

Responsibilities

- Provide consultation and technical assistance to jurisdiction staff and subcontractors on all aspects of grants and cooperative agreements management.
- Oversee and ensure that project plans are developed, and execution is in accordance with grant requirements and organizational priorities.
- Implement efficient day-to-day operations to deliver a superior level of performance and productivity.
- Responsible for grants and contracts award administration, including the reviewing and monitoring of individual grant awards for compliance with private, local, state and federal funder requirements.
- Advises jurisdiction leadership on the status of the grant award when necessary.
- Attend grant review and update meetings and provide administrative information, as needed.
- Develop and negotiate budgets and grant narratives with applicable jurisdiction staff and the funders, when applicable, to ensure costs, proposed activities and outcomes are reasonable, allowable, and allocable using Federal regulations, policies, and procedures.
- Participates in funder specific conference calls and meetings, when needed.
- Organizes, prioritizes activities in order to meet grant award objectives.
- Ensures that jurisdiction colleagues assigned to the grant award have the proper resources needed to complete the assigned work, monitors status of work in progress and ensures activities, deliverables and outcomes have been completed.
- Consults with project staff to assist with complex/problem situations and provide technical expertise.
- Provides progress and activity reports to jurisdiction leadership.
- Other duties as assigned

Education

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**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-2, Amendment #1 – Addition Job Descriptions

- 5+ years grants management and administration experience
- Bachelor's Degree required; Master's degree preferred

Qualifications

- Knowledge of the grant's management cycle design, monitoring and evaluation
- Excellent communication, interpersonal, representation and negotiation skills
- Excellent analytical and writing skills
- Proven ability to handle confidential information with discretion, be adaptable to various competing demands, and demonstrate the highest level of customer/client service and response
- Demonstrated ability to achieve high performance goals and meet deadlines in a fast-paced environment
- Forward looking thinker, who actively seeks next challenge and proposes solutions
- Excellent management skills, including organizational and time management skills
- Ability to multi-task and thrive in a fast-paced environment
- Proven track record of consistently meeting performance metrics

Position title: Healthcare-Associated Infections (HAI) Support Epidemiologist

SCOPE OF WORK: Under the direct supervision of the Healthcare-Associated Infections (HAI) program manager, the program specialist analyzes and interprets statewide data. Utilizing surveillance systems to track the occurrence of healthcare-associated infections in New Hampshire as required by law. Provide assistance with outbreak reporting and response in healthcare facilities, including the investigation of infection control breaches, drug diversion events, and HAI/AR outbreaks or clusters reported to NH DPHS.

ACCOUNTABILITIES:

- Conducts epidemiologic data analysis and interprets healthcare associated infections including the identification of trends and emerging issues. Manages surveillance program data using spreadsheet software as well as surveillance systems, including the National Healthcare Safety Network (NHSN).
- Prepares and disseminates quarterly, annual, and ad-hoc reports on the occurrence of healthcare-associated infections in New Hampshire. Conducts other disease surveillance projects at the request of the supervisor (e.g. NHSN, antimicrobial resistance, or COVID-19 related activities).
- Analyzes existing disease surveillance policies and procedures in order to recommend effective changes to enhance disease reporting requirements and the implementation of prevention activities.
- Conducts HAI outbreak investigations, reviews unusual HAI/AR cases, and investigates drug diversion events, infection control breaches using evidence-based practice and epidemiological techniques. This includes conducting interviews of healthcare facility staff/patients, reviewing and analyzing surveys, ensuring collection

Contractor Initial at

Date 3/31/2022



**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-2, Amendment #1 – Additional Job Descriptions

of clinical and environmental specimens, and monitoring the activities of individuals or groups to identify sources of infection.

- Attends and participates in conferences, meetings, working groups, and trainings as requested by the supervisor.
- Ensures availability and supports the Department as needed in the event of an outbreak, infection control breach investigation, or other public health emergency. Investigation activities may include site visits, active surveillance, and report writing.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in epidemiology, biostatistics, or related health field. Each additional year of approved formal education may be substituted for one year required work experience.

Experience: Four years' professional or paraprofessional experience with data organization, analysis, and report writing in a health-related field with responsibility for program implementation, direct service delivery, planning or program evaluation. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS: Knowledge in the areas of epidemiologic methods and statistical analysis software (R, or SAS) as well as infection prevention practices, and proficiency in computer applications preferred. Familiarity with National Healthcare Safety Network (NHSN) preferred. Knowledge and understanding of healthcare epidemiology principles and reporting of healthcare acquired infections. Master's degree from a recognized university with major study in epidemiology preferred.

Position title: Infection Prevention Liaison

Scope of Work: Under the direct supervision of the Healthcare-Associated Infections (HAI) program manager, the Infection Prevention Liaison will collaborate with state partners, emergency preparedness staff to assess long term care facility resources. Additionally, providing support for the validation of long term care facility National Healthcare Safety Network (NHSN) data.

RESPONSIBILITIES:

- Researches and evaluates all current resources available to long term care facilities to ensure effective implementation of infection control practices. To inform HAI Program long term care facility activities and support.
- Collaborates with the HAI Health Educator and Public Health Education and Detailing Program to create products and trainings for new infection control practitioners.
- Attends Community of Practice meetings for providers, staff, and residents of Long Term Care Facilities to provide HAI program information when needed.

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**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-2, Amendment #1 – Additional Job Descriptions

- Collaborates with the HAI Epidemiologist to perform internal and external data validation activities for long term care facilities. Including data quality checks, facility site visits, and medical record reviews, to ensure accurate and consistent reporting of HAI through the NHSN.
- Prepares and presents program status reports for new and continuing federal grants.
- Attends conferences, meetings, and trainings as requested by the supervisor.
- Ensures availability to support the Department as needed in the event of an outbreak or other public health emergency.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in nursing, infection prevention, epidemiology, public health, or related health field.

Experience: Five years of professional experience in nursing, infection prevention, public health, or healthcare epidemiology with responsibilities in program research, planning, monitoring, and evaluation. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license or access to transportation for statewide travel required.

PREFERRED QUALIFICATIONS:

- Bachelor's degree from a recognized university with major study in nursing and/or healthcare epidemiology preferred
- Knowledge and experience in infection prevention
- Proficiency in computer applications preferred
- Understanding of social determinants of health, applied public health experience and emergency preparedness and response
- Experience working in long term care facility settings
- Considerable ability to communicate clearly and concisely both in oral and written form
- Ability to communicate with the public and medical providers on medical and other issues
- Perform technical writing
- Certification in Infection Prevention and Control and Licensure as a Registered Nurse in the State of New Hampshire preferred.

Position title: STD and TB Program Administrator

Scope of Work

Plans, develops and coordinates the Infectious Disease Prevention, Investigation and Care Services Section grant and contracts for HIV, STDs and Tuberculosis. Reports to the Infectious Disease Prevention, Investigation and Care Services Section Chief and collaborates with

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Date 3/31/2022 _____

**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**



Exhibit B-2, Amendment #1 – Additional Job Descriptions

program and finance staff to ensure all grant-related reporting is submitted as required by the cooperative agreement. Performs administrative tasks to implement grant-related activities.

Responsibilities

- Provide consultation and technical assistance to jurisdiction staff and subcontractors on all aspects of grants and cooperative agreements management.
- Oversee and ensure that project plans are developed in accordance with grant requirements and organizational priorities.
- Responsible for grants and contracts award administration, including the reviewing and monitoring of individual grant awards for compliance with private, local, state and federal funder requirements.
- Advises jurisdiction leadership on the status of the grant award when necessary.
- Attend grant review and update meetings and provide administrative information, as needed.
- Develop and negotiate budgets and grant narratives with applicable jurisdiction staff and the funders, when applicable, to ensure costs, proposed activities and outcomes are reasonable, allowable, and allocable using Federal regulations, policies, and procedures.
- Participates in funder specific conference calls and meetings, when needed.
- Organizes, prioritizes activities in order to meet grant award objectives.
- Ensures that jurisdiction colleagues assigned to the grant award have the proper resources needed to complete the assigned work, monitors status of work in progress and ensures activities, deliverables and outcomes have been completed.
- Consults with project staff to assist with complex/problem situations and provide technical expertise.
- Provides progress and activity reports to jurisdiction leadership.
- Other duties as assigned

Education

- 5+ years grants management and administration experience
- Bachelor's Degree required; Master's degree preferred

Qualifications

- Knowledge of the grant's management cycle design, monitoring and evaluation
- Excellent communication, interpersonal, representation and negotiation skills
- Excellent analytical and writing skills

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Date 3/31/2022



**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-2, Amendment #1 – Addition Job Descriptions

- Proven ability to handle confidential information with discretion, be adaptable to various competing demands, and demonstrate the highest level of customer/client service and response
- Demonstrated ability to achieve high performance goals and meet deadlines in a fast-paced environment
- Forward looking thinker, who actively seeks next challenge and proposes solutions
- Excellent management skills, including organizational and time management skills
- Ability to multi-task and thrive in a fast-paced environment
- Proven track record of consistently meeting performance metrics

Contractor Initial DS
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Date 3/31/2022

English C-I Program Staff Unit - Amendment #1

Unit	Position	Position Tier	Number of Anticipated Positions	Ad-Inclusive Monthly	Overtime and Holiday	
BDC - Investigation and Surveillance	Administrative Support Specialist		1	\$31	\$66	
BDC - Investigation and Surveillance	Case Coordination Unit Lead		1	2	\$56	\$73
BDC - Investigation and Surveillance	Case Coordination Support Specialist		3	9	\$40	\$53
BDC - Investigation and Surveillance	COVID-19 Occupational Health Epidemiologist		1	1	\$85	\$111
BDC - Investigation and Surveillance	COVID-19 Outbreak Specialist		3	1	\$55	\$72
BDC - Investigation and Surveillance	Infectious Disease Investigation Unit Lead		1	1	\$78	\$101
BDC - Investigation and Surveillance	Educational Institution Liaison		2	1	\$60	\$78
BDC - Investigation and Surveillance	Entomologist		1	6	\$85	\$111
BDC - Investigation and Surveillance	Epidemiology Unit Lead		1	2	\$103	\$130
BDC - Investigation and Surveillance	Epidemiology Statistical Assistant		1	3	\$87	\$111
BDC - Investigation and Surveillance	Infectious Disease Investigator		1	20	\$65	\$85
BDC - Investigation and Surveillance	Information Technology Systems Administrator		1	1	\$64	\$83
BDC - Investigation and Surveillance	Public Health Workplace Specialist		3	3	\$65	\$85
BDC	Infection Prevention Liaison		2	1	\$85	\$111
BDC	Healthcare Associated Infections (HAI) Support Unit		2	1	\$63	\$85
BDC	STD and TB Program Administrator		1	1	\$49	\$118
BDC - Vaccine	Call Center Agent		1	8	\$16	\$17
BDC - Vaccine	Call Center Supervisor		1	2	\$41	\$56
BDC - Vaccine	Data Quality Analyst - Immunization Information System		1	2	\$31	\$66
BDC - Vaccine	Data Quality Specialist - Immunization Information System		2	8	\$56	\$73
BDC - Vaccine	Data Quality Specialist Supervisor - Immunization Information System		2	3	\$41	\$78
BDC - Vaccine	Equity Vaccination Clinic Coordinator - Booster		2	1	\$61	\$78
BDC - Vaccine	Equity Vaccination Clinic Coordinator - General		2	1	\$60	\$78
BDC - Vaccine	Equity Vaccination Initiative Supervisor		1	1	\$60	\$78
BDC - Vaccine	Immunization Information System Metadata Support		2	2	\$41	\$56
BDC - Vaccine	Immunization Training Support Specialist		2	2	\$41	\$56
BDC - Vaccine	Onboarding Specialist - Immunization Information		2	2	\$70	\$91
BDC - Vaccine	Quality Assurance Coordinator - Field Vaccination		2	1	\$60	\$78
BDC - Vaccine	Quality Assurance Coordinator - Remote Vaccination		2	1	\$60	\$78
BDC - Vaccine	Vaccine Education and Training Supervisor		1	1	\$75	\$98

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3/31/2022

Exhibit C-1 Program Staff List - Amendment #1

BDC - Vaccine	Vaccine Operations Administrator		1	\$77	\$100
BDC - Vaccine	Vaccine Shipping Clerk		1	\$30	\$19
EPHS	Data Modernization Initiative IT Specialist		2	\$71	\$92
EPHS	Data Modernization Initiative Lead		2	\$71	\$92
EPRA	Logistics Specialist		1	\$51	\$66
EPRA	Regional Public Health Network Coordinator		2	\$75	\$94
EPRA	SARS & LTCF Testing Project Coordinator		2	\$65	\$85
EPRI	Strike Team Program Coordinator		1	\$85	\$113
EPRI	COVID-19 Homeless Services Coordinator		2	\$55	\$72
PPDAP	Prescription Drug Monitoring Program Assistant		1	\$64	\$83
PH	Biomonitoring Program Specialist		2	\$81	\$109
PH	Data Entry Specialist		1	\$78	\$106
PH	Laboratory Assistant - Control Receiving		1	\$48	\$69
PH	Laboratory Assistant - Microbiology		1	\$48	\$69
PH	Laboratory Scientist		1	\$63	\$86
PH	ISAT Program Specialist		1	\$75	\$98
PH	Microbiologist II		2	\$62	\$81
PH	Microbiologist IV		1	\$73	\$95
PH	Toxicologist I		1	\$49	\$64
	Total		116	2954	

MI OHS - Retention Bonus Plan

Tier	Start Date	
	January 1, 2022 - June 30, 2022	July 1, 2022 through December 30, 2022
I	\$500.00	\$500.00
II	\$700.00	\$700.00
III	\$900.00	\$900.00

DS
AT

3/31/2022

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

Business ID: 813579.

Certificate Number: 0005702445



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 March A.D. 2022.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Carrie O'Brien, 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 Maxim Healthcare Staffing Services, Inc.
- 2. The following is a true copy of signatory authority I have provided as a duly-appointed officer of Maxim Healthcare Staffing Services. As an Officer, signatory authority has been provided to the below listed individual to enter into contracts or agreements with the State of New Hampshire, and any of its agencies or departments as of March 23rd, 2022.

Such that Andrea Torres, Assistant Controller

is duly authorized on behalf of Maxim Healthcare Staffing Services, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said authority 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: 03/23/2022

E-Signed: 03/23/2022 08:50 AM EDT
Carrie O'Brien
 caobrien@maximstaffing.com
 IP: 72.85.37.149

Sertif Electronic Signature
 Name: Carrie O'Brien DocID: 20220323074725596
 Title: Senior Vice President – General Counsel,
 Legal

DEC08'21 AM 11:24 RCUD

37 MAC



Lori A. Shilbinette
Commissioner

Patricia M. Tilley
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 7, 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 contract with Maxim Healthcare Staffing Services, Inc. (VC#177770), Manchester, NH, in the amount of \$6,341,814 for Temporary Staff to support a variety of public health programs within the Department, with the option to renew for up to two (2) additional years, effective January 1, 2022, or upon Governor and Council approval, whichever is later, through December 31, 2023. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to secure Temporary Staff to support a variety of public health programs within the Department. The vendor is providing approximately seventy (70) Temporary Staff to the Department. The Department has strategically broken up the response into five (5) branches: COVID-19 Investigation and Surveillance, COVID-19 Vaccine Operation, Laboratories, Health Statistics and Informatics, and Preparedness, Response, and Recovery. Temporary Staff will be assigned to one of the branches and will provide services that correspond to their current credentials and current licensures.

The exact number of New Hampshire residents served during State Fiscal Years 2022, 2023, and 2024 will depend on the trajectory of the COVID-19 pandemic.

The Contractor will recruit qualified Temporary Staff to provide services to the Department. The Contractor's Temporary Staff must have gone through a screening, background check, and reference test prior to that individual being recommended to the Department. The Department will interview the Temporary Staff to ensure the individual is qualified for the position. Once hired the Department will provide the Temporary Staffing members with training. To ensure the Contractor's Temporary Staff stay in their positions the Contractor will offer retention payments to the Temporary Staff based on the job tier of the position and the number of months the Temporary Staff stay in the position.

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

The Department will monitor services by reviewing the:

- Number of qualified applicants for Temporary Staff positions submitted for Department consideration.
- Number of Temporary Staff positions filled as a proportion of the total number of Temporary Staff positions requested by the Department.
- Number of days taken to fill requested positions from the date the Department makes a request to the date of selection of the candidate to fill the position.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from October 8, 2021, through November 11, 2021. The Department received nine (9) responses that were reviewed and scored by a team of qualified individuals. Two (2) of the respondents did not provide proper responses under the requirements of this RFP. The Summary Score Sheet is attached.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not be able to procure adequate staffing resources to assist in the COVID-19 response, including monitoring the occurrence of COVID-19 in New Hampshire, investigation and control of COVID-19 outbreaks in schools and other settings, ensuring access to vaccine, and dissemination of accurate COVID-19 data.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number (ALN) # 93.268; FAIN NH23IP922595; (ALN) 93.136; FAIN Nu17CE924984; (ALN) 93.070 FAIN NU88EH001327; (ALN) 93.323 FAIN NU50CK000522; (ALN) 97.036, FAIN #4516DRNHP00000001

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

Respectfully submitted,

DocuSigned by:
Lori A. Shibinette
74B8B77ED8E9488

Lori A. Shibinette
Commissioner

05-95-90-901510-1956 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC
HEALTH DIV, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION - COVID-19
100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90023210	\$992,488
2023	102-500731	Contracts for Prog Svc	90023210	\$50,000
2024	102-500731	Contracts for Prog Svc	90023210	\$50,000
			<i>Subtotal</i>	<i>\$1,092,488</i>

05-95-90-902010-5040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION
OF PUBLIC HEALTH, BUREAU OF COMM & HEALTH SERVICES, OPIOID SURVEILLANCE 100%
FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog SVC	90050403	\$95,040
			<i>Subtotal</i>	<i>\$95,040</i>

05-95-90-903010-1835, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90183553	\$124,284
			<i>Subtotal</i>	<i>\$124,284.00</i>

05-95-90-903010-1957, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC-3-COMPONENTS-COVID-19
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90183537	\$71,946
			<i>Subtotal</i>	<i>\$71,946</i>

05-95-90-903010-TBD, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION
OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC DATA MODERNIZATION
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90183547	\$355,563
2023	102-500731	Contracts for Prog Svc	90183547	\$40,000
2024	102-500731	Contracts for Prog Svc	90183547	\$40,000
			<i>Subtotal</i>	<i>\$435,563</i>

05-95-90-903010-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	90183518	\$322,493
2024	102-500731	Contracts for Prog Svc	90183518	\$300,000
			<i>Subtotal</i>	<i>\$622,493</i>

05-95-95-950010-1919, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFFICE
OF THE COMMISSIONER
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	103-502664	Contracts for Op Svc	95010690	\$900,000
			<i>Subtotal</i>	<i>\$900,000</i>

05-95-90-903010-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19
100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90183538	\$3,000,000
			<i>Subtotal</i>	<i>\$3,000,000</i>

<i>Grand Total</i>	<i>\$6,341,814.00</i>
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New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID #: RFP-2022-0713-19-TEMPO
 Project Title: Temporary Staffing Services to Support Public Health Services

	Maximum Points Available	22nd Century Technologies, Inc.	Aeacus Service Corp.	DisArter, Inc.	iGenesis	LanceBall	Physix Inc.	TrueCare 24, Inc.	Medim Healthcare	Staff Today
Experience (Q1)	200	170	180	120	170	125	0	0	200	100
Capacity (Q2)	30	35	38	20	33	30	0	0	50	20
Recruitment Needs (Q3)	25	15	20	10	23	20	0	0	25	5
Recruitment Strategies (Q4)	50	43	40	25	43	40	0	0	50	40
Recruitment Practices (Q5)	50	28	30	20	23	23	0	0	25	30
Incentives (Q6)	30	45	20	30	33	10	0	0	30	43
Interview Process (Q7)	25	20	15	15	20	20	0	0	20	20
Hired Temporary Staff (Q8)	20	40	5	20	43	20	0	0	40	20
Readiness (Q9)	180	80	80	85	83	80	0	0	100	30
Subtotal - Technical	680	423	483	373	483	388	0	0	548	308
Appendix C - Position Rate Sheet	200	200	184	188	185	200	0	0	153	184
Appendix D - Program Staff List	38	22	13	3	23	0	0	0	20	0
Subtotal - Cost	238	222	213	174	228	200	0	0	173	184
TOTAL POINTS	918	707	816	499	793	688	0	0	713	484

*Disqualified

Reviewer Name	Title
1. Elizabeth Daly	Administrator IV
2. Stephanie Locke	Administrator III
3. Lindsay Pierce	Administrator III
4. Daniel Tull	Microbiologist V
5. Karen Hammond	Administrator III

Subject: Temporary Staffing Services to Support Public Health Services (RFP-2022-DPHS-18-TEMPO-01)

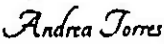
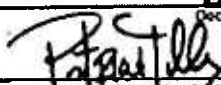

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Maxim Healthcare Staffing Services, Inc.		1.4 Contractor Address 608 Chestnut Street P.O. Box 1780 Manchester, NH 03105	
1.5 Contractor Phone Number (410) 910-1500	1.6 Account Number See Attached	1.7 Completion Date December 31, 2023	1.8 Price Limitation \$6,341,814
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature E-Signed: 12/07/2021 02:15 PM EST  atorres@maxhealth.com IP: 136.226.40.252 Date: 12/7/2021		1.12 Name and Title of Contractor Signatory Andrea Torres, Assistant Controller	
 Date: 12/7/2021		1.14 Name and Title of State Agency Signatory Patricia M. Tilley, Director - NH Division of Public Health Services	
1.15 Approval by the NH Department of Administration, Division of Personnel (if applicable) By:  Director, On: 12/10/2021			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: /s/Christen Lavers On: 12/7/21			
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.

Contractor Initials AT
E-Signed
Date 12/07/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials AT
Date 12/07/2021

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.

Temporary Staffing Services to Support Public Health Services (RFP-2022-DPHS-18-TEMPO-01)

Account Numbers:

05-95-90-901510-1956

05-95-90-902010-5040

05-95-90-903010-1835

05-95-90-903010-1957

05-95-90-903010-TBD

05-95-90-903010-1901

05-95-95-950010-1919

**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon G&C approval or on January 1, 2022 ("Effective Date"), whichever is later.

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 two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 9, Termination, Subparagraph 9.1 is amended as follows:

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. Notwithstanding paragraph 8, the Contractor may, at its sole discretion terminate the Agreement for any reason, in whole or in part, by ninety (90) days, upon written notice to the State that the Contractor is exercising its option to terminate the Agreement.

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.

1.5. Paragraph 14, Insurance, Subparagraph 14.1.2, is deleted.

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Temporary Staffing Services to Support Public Health Services
EXHIBIT B**

Scope of Services

1. Statement of Work

1.1. The Contractor shall secure Temporary Staff to provide the following services, including but not limited to:

- 1.1.1. Conducting disease surveillance, investigation, and response.
- 1.1.2. Laboratory testing.
- 1.1.3. Vaccine operations.
- 1.1.4. Logistics and administrative support
- 1.1.5. Informatics and data modernization.

1.2. The Contractor shall provide Temporary Staff in sufficient numbers to perform the services in this Agreement and meeting the qualifications set forth in the job descriptions attached as Exhibit B-1 – Job Descriptions, and as amended to meet response needs. Temporary staff will be assigned to one of the following units:

- 1.2.1. Bureau of Infectious Disease Control, COVID-19 Investigation and Surveillance.
- 1.2.2. Bureau of Infectious Disease Control, COVID-19 Vaccine Operation.
- 1.2.3. Public Health Laboratories.
- 1.2.4. Bureau of Emergency Preparedness, Response, and Recovery.
- 1.2.5. Bureau of Health Statistics and Informatics.

1.3. The Contractor shall provide Temporary Staff for the Bureau of Infectious Disease Control, COVID-19 Investigation and Surveillance, consisting of an estimated 46 Temporary Staff, including:

- 1.3.1. Public Health Workforce Specialist.
- 1.3.2. Administrative Support Specialist.
- 1.3.3. Educational Institution Liaison.
- 1.3.4. COVID-19 Outreach Specialist.
- 1.3.5. Case Coordination Unit Lead.
- 1.3.6. Case Coordination Support Specialists.
- 1.3.7. Epidemiology Statistical Assistant.
- 1.3.8. Infectious Disease Investigation Unit Lead.
- 1.3.9. Infectious Disease Investigator.
- 1.3.10. Epidemiology Unit Lead

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- 1.3.11. Epidemiologist.
- 1.3.12. COVID-19 Occupational Health Epidemiologist.
- 1.3.13. COVID-19 Travel Health Outreach Specialist.
- 1.3.14. Information Technology System Administrator.
- 1.4. The Contractor shall provide Temporary Staff for the Public Health Laboratories, consisting of an estimated 21 Temporary Staff, including:
 - 1.4.1. Microbiologist IV.
 - 1.4.2. Microbiologist II.
 - 1.4.3. Laboratory Scientist.
 - 1.4.4. Laboratory Assistant – Central Receiving.
 - 1.4.5. Laboratory Assistant – Microbiology.
 - 1.4.6. Data Entry Specialist.
 - 1.4.7. Toxicologist I.
 - 1.4.8. Biomonitoring Program Specialist.
 - 1.4.9. Laboratory Information Management System (LIMS) Program Specialist.
- 1.5. The Contractor shall provide Temporary Staff for the Bureau of Infectious Disease Control; COVID-19 Vaccine Operation, consisting of an estimated 36 Temporary Staff, including:
 - 1.5.1. Call Center Agent.
 - 1.5.2. Call Center Supervisor.
 - 1.5.3. Vaccine Shipping Clerk.
 - 1.5.4. Vaccine Education and Training Supervisor.
 - 1.5.5. Immunization Training Support Specialist.
 - 1.5.6. Vaccine Operations Administrator.
 - 1.5.7. Onboarding Specialist - Immunization Information System.
 - 1.5.8. Data Quality Analyst - Immunization Information System.
 - 1.5.9. Data Quality Specialist – Immunization Information System.
 - 1.5.10. Data Quality Supervisor – Immunization Information System.
 - 1.5.11. Immunization Information System Helpdesk Support Specialist.
 - 1.5.12. Quality Assurance Coordinator – Remote Vaccination Clinics.
 - 1.5.13. Quality Assurance Coordinator – Fixed Vaccination Clinics.

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EXHIBIT B**

- 1.5.14. Equity Vaccination Initiative Supervisor.
- 1.5.15. Equity Vaccination Clinics - General.
- 1.5.16. Equity Vaccination Clinics - Booster.
- 1.6. The Contractor shall provide Temporary Staff for the Bureau of Emergency Preparedness, Response, and Recovery, consisting of an estimated five (5) Temporary Staff, including:
 - 1.6.1. Safer at School Screening and Long-Term Care Facility Testing Project Coordinator.
 - 1.6.2. Logistics Specialist.
 - 1.6.3. Regional Public Health Network Coordinator.
- 1.7. The Contractor shall provide Temporary Staff for the Bureau of Health Statistics and Informatics, consisting of an estimated two (2) Temporary Staff, including:
 - 1.7.1. Data Modernization Initiative Lead.
 - 1.7.2. Data Modernization Initiative Information Technology Specialist.
- 1.8. The number and responsibility of Temporary Staff listed in this resulting Contract may be modified or reduced as agreed upon by the Department and the Contractor.
- 1.9. The Contractor shall conduct a degree verification on positions listed in Exhibit B-1 – Job Descriptions, that require a bachelor's degree and above, the Temporary Staff can start with the Department, while the degree verification pends.
- 1.10. The supplemental job description in Exhibit B-1 – Job Descriptions are the typical examples of work and is not intended to include every job duty and responsibility specific to a position. An employee may be required to perform other related duties not listed on the supplemental job description provided that such duties are characteristic of that classification.
- 1.11. The Contractor shall complete a prescreening of Temporary Staff prior to completion of the degree verification. The Contractor shall:
 - 1.11.1. Submit to the Department - following the recruitment of candidates - resumes, credentials, and current licensure information of each Temporary Staff.
 - 1.11.2. Provide the Department with any updates or changes to the licensure information within three (3) days of being notified by a Temporary Staff any update or change.
 - 1.11.3. Provide information detailing any exceptions or other issues pertaining to the items included on the Contractor's personnel hiring finalization form or checklist to include:

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- 1.11.3.1. Confirmation of assigned shift;
- 1.11.3.2. Confirmation of requested time off and ability to work holidays;
- 1.11.3.3. Confirmation of reference check;
- 1.11.3.4. Confirmation of 10-panel urine drug test;
- 1.11.3.5. Confirmation of quarantine requirements according to guidance issued by the Department;
- 1.11.3.6. Confirmation of ability to adhere to all recommendations issued by the Department intended to reduce transmission of COVID-19; and
- 1.11.3.7. Confirmation of first day of employment.
- 1.11.4. Ensure confirmation of the interview date, time, position, proposed shift, and requested time off.
- 1.11.5. Ensure candidates may only be recommended for a single position. The Department may recommend hiring a candidate into another position for which they are qualified following an interview based on their knowledge, skills and abilities.
- 1.12. Temporary Staff shall provide services under the direction of the Department, including deployment to other areas within the Department that require similar skill(s).
- 1.13. The Contractor shall have the right to refuse any assignment in which the staff are not qualified to accept.
- 1.14. The Contractor shall accept immediate verbal and written notification from the Department of any staffing dismissal with or without cause, which states the reason(s) for the dismissal, if applicable, which will result in compensation for all hours worked prior to the dismissal.
- 1.15. The Contractor shall process changes in position and salary within seven (7) business days after being notified by the Department and shall submit confirmation of such changes to the Department. If there are any changes in an employee's classification, it is subject to review and approval by the Contractor, which must occur within seven (7) business days from receipt of Department's notice.
- 1.16. The Contractor shall notify the Department within one (1) business day after being notified by Temporary Staff of their resignation, including the date of the last day of work.
- 1.17. All Temporary Staff provided by the Contractor shall attend an orientation that includes, but is not limited to:
 - 1.17.1. Client confidentiality.

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- 1.17.2. Confidentiality of medical records, Personal Health Information and other documentation practices.
- 1.17.3. Any other policies and procedures the Department deems necessary.
- 1.17.4. Training appropriate for the position will be provided by supervisors following the orientation.
- 1.18. The Contractor shall submit the name and position for each Temporary Staff scheduled to attend orientation at least three (3) business days prior to the date of the orientation to allow for information technology accounts to be operational on the date of orientation.
- 1.19. The Contractor shall ensure all Temporary Staff adhere to Health Insurance Portability and Accountability Act regulations and best practices for privacy and security.
- 1.20. The Contractor shall ensure Temporary Staff are able to work in-person on a rotating or set schedule to ensure coverage of the operating hours of 8:00 AM to 8:00 PM, including weekends and holidays, as set by the Department. The Contractor shall:
 - 1.20.1. Ensure Temporary Staff will work 37.5 hours per week, 7.5 hours per day, not inclusive of a 0.5 hour lunch period.
 - 1.20.2. Not offer candidates any option for alternative schedules or remote work without written approval from the Department. The parties shall collaborate regarding staffing provided to ensure staff is consistent and have the required training.
- 1.21. The Contractor shall ensure Temporary Staff have proficiency in basic computer skills related to secure data collection and entry. The Department will provide all hardware and software technology to the Temporary Staff.
- 1.22. The work schedules for Temporary Staff may be modified as agreed upon by the Department and Contractor.
- 1.23. After completion of hiring, the Contractor shall provide information that is known to them, to the Department regarding any reasonable accommodations needed under the Americans with Disabilities Act by any Temporary Staff person to allow the Department to make such accommodations prior to the first day of work.
 - 1.23.1. When Temporary Staff provide information regarding any reasonable accommodations needed to either the Contractor or the Department after they begin to work, the respective party will provide such information to the other to allow the Department to make such accommodations.

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- 1.23.2. Temporary Staff shall assess their own health prior to reporting to work each working day and must not report to work if they are experiencing any symptoms of COVID-19 as defined by the Department.
- 1.24. The Contractor shall ensure Temporary Staff adhere to isolation and quarantine recommendations issued by the Department, including those related to interstate travel. Non-adherence shall be cause for immediate dismissal.
- 1.25. The Contractor shall provide longevity bonuses to Temporary Staff using a schedule and reimbursement level set by the Department as described in Exhibit C – Payment Terms.
- 1.26. The Contractor shall assist the Department with developing plans for demobilization of staff when the services of temporary staffing are no longer required.
- 1.27. The Contractor shall coordinate bi-weekly meetings with the Department.
- Background checks**
- 1.28. The Contractor shall obtain, at its own expense, a Criminal Background Check and shall release the results to the Department to ensure no convictions for the following crimes:
- 1.28.1. 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;
- 1.28.2. A violent crime meaning any crime which may indicate a person may reasonably be expected to pose a threat to a child or adult or sexually-related crime against a child or adult; and
- 1.28.3. 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).
- 1.29. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry Check at no cost to the Contractor.
- 1.30. The BEAS State Registry Check confidential results are returned directly to the Department.
- 1.31. The Contractor shall commence services using qualified, prescreened Temporary Staff prior to completion of the Criminal Background Check and BEAS State Registry Check and verification of those Checks by the Department if the Contractor has provided the Department with documentation that it has requested the Criminal Background Check and BEAS State Registry Check for those Temporary Staff.

2. Exhibits Incorporated

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Maxim Healthcare Staffing Services, Inc.

Contractor Initials MS

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- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.
3. **Performance Measures**
 - 3.1. The Department will monitor performance of the Contractor by monitoring the following measures:
 - 3.1.1. Number of qualified applicants for Temporary Staff positions submitted for Department consideration.
 - 3.1.2. Number of Temporary Staff positions filled as a proportion of the total number of Temporary Staff positions requested by the Department.
 - 3.1.3. Number of days taken to fill requested positions from the date the Department makes a request to the date of selection of the candidate to fill the position.
 - 3.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.
 - 3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
4. **Additional Terms**
 - 4.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 4.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**
 - 4.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who

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have speech challenges.

4.3. Credits and Copyright Ownership

- 4.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 4.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 4.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 4.3.3.1. Brochures.
 - 4.3.3.2. Resource directories.
 - 4.3.3.3. Protocols or guidelines.
 - 4.3.3.4. Posters.
 - 4.3.3.5. Reports.
- 4.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5. Records

- 5.1. The Contractor shall keep records that include, but are not limited to:
 - 5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

5.2. During the term of this Agreement and the period for retention hereur

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Maxim Healthcare Staffing Services, Inc.

Contractor Initials *MS*
E-Signed

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Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

AT

E-Signed

**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**



Exhibit B-1 - Job Descriptions

Bureau of Infectious Disease Control, COVID-19 Investigation and Surveillance

Public Health Workforce Specialist

Administrative Support Specialist

Educational Institution Liaison

COVID-19 Outreach Specialist

Case Coordination Unit Lead

Case Coordination Support Specialist

Epidemiology Statistical Assistant

Infectious Disease Investigation Unit Lead

Infectious Disease Investigator

Epidemiology Unit Lead

Epidemiologist

COVID-19 Occupational Health Epidemiologist

Information Technology System Administrator

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Exhibit B-1 - Job Descriptions

Position Title: Public Health Workforce Specialist

SCOPE OF WORK: Under the guidance and supervision of the Chief of the Bureau of Infectious Disease Control, the Public Health Workforce Coordinator will manage information related to staffing resources assigned to the COVID-19 response and other public health programs. The staff person will manage the staff recruitment, onboarding and orientation process as well as demobilizations, working with the selected vendor.

ACCOUNTABILITIES:

- Oversees the entire process of identifying and onboarding response staff, staff scheduling, and demobilization of response staff including managing necessary staff resources (e.g. equipment, IT accounts, space etc.).
- Communicates with staffing vendor and public health program staff across the organization to coordinate the hiring, onboarding, and demobilization of personnel.
- Maintains the status of all personnel resources assigned to the COVID-19 response.
- Identifies and brings resolution to staff safety hazards. Stops and prevents unsafe actions during public health operations.
- Resolves basic information technology needs of staff, and supports staff in requesting information technology support when issues require escalation.
- Assists with regular documentation related to logistics & asset management, general staffing support, and other duties as assigned.
- Assists with other projects as requested related to safety, logistics, planning, facilities, communications, ordering, receipt, storage, and movement of goods, services, and personnel.
- Coordinates and facilitates meetings staff meetings as requested to ensure good flow of information across program areas.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in business, health or public administration, public health, nursing, education, emergency preparedness, social or physical sciences or psychology or related field. Each additional year of approved formal education may be substituted for one year of required work experience.



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Exhibit B-1 - Job Descriptions

Experience: Five years of work experience in a professional office setting.

License/Certification: Valid driver's license, if necessary for travel throughout the State.

SPECIAL REQUIREMENTS: Availability to work nights and weekends if needed. Proficient in office software applications.

PREFERRED QUALIFICATIONS:

- Exceptional organization and planning skills
- Completion of National Incident Management System and Incident Command System training
- Ability to communicate effectively orally and in writing to individuals and groups
- Ability to establish and maintain effective working relationships with medical, other professional and administrative officials, governmental officials and the public during periods of high stress
- Must be willing to maintain appearance appropriate to assigned duties and responsibilities

Position Title: Administrative Support Specialist

SCOPE OF WORK: Under the director of the Infectious Disease Surveillance Section Chief, performs a variety of administrative support tasks and to ensure the accuracy of administrative support activities.

ACCOUNTABILITIES:

- Provides general administrative support, including typing, filing, answering telephones or scheduling appointments.
- Manage multi-line voice over internet (VOIP) phone triage system.
- Types form letters and prepares rough and final report narratives and tabulations.
- Receives and transcribes dictation to type letters, memoranda, forms, and other materials.
- Maintains and catalogues office supplies and materials for the response team.
- Operates a computer or other electronic equipment to input and retrieve a variety of data.
- Provides information to the general public relating to agency procedures and policies.



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Exhibit B-1 - Job Descriptions

- Requires explaining facts, interpreting situations, or advising individuals, of alternative or appropriate courses of action.

MINIMUM QUALIFICATIONS:

Education: High school diploma or high school equivalency credential. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years of experience in administrative support position.

PREFERRED QUALIFICATIONS:

- Excellent customer service skills.
- Previous experience working in a medical setting.
- Ability to maintain confidential information
- Knowledge of modern office equipment and methods of operation.
- Knowledge of business English, spelling, and arithmetic.
- Knowledge of office practices and procedures:
- Ability to type a variety of correspondence and statistical material and reports with speed and accuracy as well as transcribe dictation.
- Ability to maintain fiscal or departmental records, as needed.
- Ability to work independently.
- Ability to establish and maintain harmonious and effective working relationships with other employees and the public.
- Must be willing to maintain appearance appropriate to assigned duties and responsibilities as determined by the agency appointing authority.

POSITION TITLE: Educational Institution Liaison

SCOPE OF WORK: Under the direction of the Senior Educational Institution Liaison, assists with the development and implementation of program policies, procedures and prevention program activities related to COVID-19 to obtain positive outcomes from effective prevention strategies utilized by childcare agencies, schools, universities and colleges in New Hampshire.

ACCOUNTABILITIES:



**New Hampshire Department of Health and Human Services
Temporary Staffing Services to Support Public Health Services**

Exhibit B-1 - Job Descriptions

- Develops, modifies and implements program policies, procedures and prevention program operations related to COVID-19.
- Initiates, assembles, and presents materials for the support of childcare agencies, schools, universities and colleges.
- Provides expert consultation to childcare agencies, schools, universities and colleges on prevention and transmission of COVID-19 to improve program outcome objectives. Consultation may be virtual or on-site at a COVID-19 affected education institution if required by the response.
- Contributes to collaborative efforts local entities and various state programs and between federal, other states, and/or local agencies to assure and monitor ongoing program activities.
- Collects, analyzes and presents outcome data related to the status of the COVID-19 pandemic in an effort to evaluate and adjust program goals based on outcomes. The Bureau of Infectious Disease Control and federal funders will use this data.
- Plans, scheduled, and delivers in-service presentations, webinars and seminars to schools, colleges and universities related to policies, procedures and standards of care relative to COVID-19 prevention strategies.
- Responds to inquiries from the general public and educational partners.
- Available to support the Department as needed on nights and weekends depending on response needs.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in public administration/health sciences, education, communications, public health, nursing, social or physical sciences, psychology or social work. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Four years' professional experience in health administration, emergency preparedness, public health, nursing, social or physical sciences, education or psychology, with responsibilities in program research, planning, monitoring, and evaluation. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license, if necessary for travel throughout the State.

SPECIAL REQUIREMENTS: Proficient in office software applications.

PREFERRED QUALIFICATIONS:

- Completion of National Incident Management System and Incident Command System training



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Exhibit B-1 - Job Descriptions

- Ability to communicate effectively orally and in writing to individuals and groups
- Ability to establish and maintain effective working relationships with medical, other professional and administrative officials, governmental officials and the public during periods of high stress

POSITION TITLE: COVID-19 Outreach Specialist

SCOPE OF WORK: Under the direction of the COVID-19 Communications Branch Directors, develops and implements COVID-19 educational, outreach, and training materials related to prevention, testing, vaccination and the broader public health response. Implements specific outreach strategies that support the COVID-19 testing and vaccination for travelers.

ACCOUNTABILITIES:

- Develops educational outreach materials to complement strategies to reduce barriers to testing and immunization for visitors/migrants to New Hampshire and improve immunization and testing rate objectives.
- Researches and prepares informational materials that are used to inform program policy and procedures, including assisting the Communications Branch Directors in development of educational materials and communication strategies.
- Produces preliminary graphic material and design for the Communications Branch.
- Coordinates with federal, state, and local officials to develop and implement community outreach activities and publicity to promote testing, vaccination, and other COVID-19 mitigation strategies for all travelers entering New Hampshire.
- Coordinates professional statewide training using multiple technologies including web based programs, conference calls, web site expansion, and regional seminars. Assists regional partners with local courses.
- Develops and creates educational messaging for the DHHS COVID-19 website.
- Researches, identifies, and develops appropriate testing, immunization, and other COVID-19 mitigation materials for community education and public events and provides culturally appropriate educational and outreach materials.
- Partners with internal and external organizations to broaden educational reach about the importance of COVID-19 mitigation strategies for travelers and develops targeted communications for distribution to these partners.



**New Hampshire Department of Health and Human Services
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Exhibit B-1 - Job Descriptions

- Performs other duties to support the public health response to COVID-19.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in business or public administration/health sciences, communications, liberal arts, or related field. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Four years' professional or paraprofessional experience in business or program administration, planning, communications, or health care related field, with responsibility for program implementation, direct service delivery, planning or communications. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license, if necessary for travel throughout the State.

SPECIAL REQUIREMENTS: Proficient in office software applications.

PREFERRED QUALIFICATIONS:

- Completion of National Incident Management System and Incident Command System training
- Ability to communicate effectively orally and in writing to individuals and groups
- Ability to establish and maintain effective working relationships with medical, other professional and administrative officials, governmental officials and the public during periods of high stress
- Experience working in social media platforms

Position Title: Infectious Disease Investigation Unit Lead

SCOPE OF WORK: Under the guidance and supervision of the Infectious Disease Prevention, Investigation, and Care Services Section Chief, the COVID-19 Program Manager will supervise and monitor public health COVID-19 response staff conducting case and outbreak investigations field visits and issuing isolation and quarantine orders, as needed. Responsibility includes the development of goals and objectives leading to effective strategies to combat the COVID-19 global pandemic in New Hampshire.

ACCOUNTABILITIES:

- Supervises public health COVID-19 programs, including integrating the development of program policies, goals and objectives, and monitoring the delivery of services

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Exhibit B-1 - Job Descriptions

- Evaluates program operations for program effectiveness, cost effectiveness, and staff utilization
- Provides public health expertise and direct consultation services to health agencies and organizations
- Authors and coordinates submission of program narratives and financial reports, including federal grant application and reports
- Directs the development of quality assurance standards and criteria for public health programs
- Develops broad agency standards to assure compliance with regulations, and monitors quality of direct services provided by programs
- Coordinates collaborative efforts between federal, other states, and/or local agencies to assure and monitor ongoing surveillance, investigation and monitoring of COVID-19 cases and their close contacts
- Supervises professional and support staff in specialized programs with responsibility for hiring, training, and performance appraisals
- Serves as subject matter expert for internal public health matters related to COVID-19 activities
- Conducts the work of case investigators and unit leads as needed based on unit workload

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in health administration, public health, nursing, education, emergency preparedness, social or physical sciences or psychology. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Six years of experience in a public health or social service agency providing planning, consultation or direct services with at least two years in a supervisory capacity, one year of which shall be in a health related setting.

License/Certification: Valid driver's license, if necessary for travel throughout the State.

SPECIAL REQUIREMENTS: Availability to respond to public health emergencies as they arise.

PREFERRED QUALIFICATIONS:



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- Infectious Disease experience
- Considerable knowledge of supervisory principles
- Knowledge of mathematics and budget preparation
- Knowledge of interviewing techniques
- Ability to prepare budgets
- Ability to negotiate agreements
- Ability to communicate effectively orally and in writing to individuals and groups
- Ability to establish and maintain effective working relationships with medical, other professional and administrative officials, governmental officials and the public
- Must be willing to maintain appearance appropriate to assigned duties and responsibilities as determined by the agency appointing authority
- Experience collecting and communicating about sensitive health information and operating in an environment covered by the Health Insurance Portability and Accountability Act (HIPAA)

Position Title: Infectious Disease Investigator

SCOPE OF WORK: To provide highly specialized public health infectious disease control with identified high-risk populations through investigation, education, and development of programs and policies. Interviews people affected by infectious diseases and conducts infectious disease investigations in congregate, institutional, business, or healthcare settings and provides infection prevention recommendations and guidance to affected locations. Analyzes and interprets data from investigations, documents investigations, and works on policies and procedures for use in COVID-19 planning and response.

ACCOUNTABILITIES:

- Reviews and implements program policies and procedures related to transmission COVID-19 and applies scientific infection prevention knowledge to investigations
- Utilizes logical and scientific expertise to provide disease intervention services including case investigations, interviewing infected patients, notifying possible contacts, and providing technical assistance to providers to assure that patients with infectious diseases receive

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Exhibit B-1 - Job Descriptions

appropriate diagnostic tests, treatment, follow-up testing, counseling, and referral

- Utilizing best practices, conducts telephonic interviews of patients infected with COVID-19 and their close contacts; Explains the requirements of isolation and quarantine; Coordinates medical and non-medical care services for patients with COVID-19.
- Performs telephonic and field investigations to locate infected individuals and partners who may be at risk of transmission and to locate persons with positive diagnostic tests requiring treatment and interview;
- Conducts cluster and outbreak investigations of COVID-19 and provides infection prevention recommendations relevant to specific settings following the approved protocol; collects, analyzes and interprets investigation reports and other information
- Implements methods and procedures related to data collection systems necessary to provide and link the data for cluster investigations
- Consults with state, regional and local partners and agencies, the NH Public Health Laboratories and private laboratories, Health Facilities Administration, medical providers, and others to ensure coordination and prompt response to cluster investigations
- Drafts reports on COVID-19 outbreaks and clusters for review by supervisor
- Coordinates testing strategy, site visits as necessary, and necessary follow-up to locations or settings experiencing an outbreak or cluster of COVID-19
- Conducts field investigations and maintains training in appropriate use of personal protective equipment (PPE) in the event field investigations are necessary.
- Maintains rigorous security and confidentiality procedures in accordance with Bureau, Division, and Department policies.
- Conducts other investigation, outbreak management and COVID-19 projects at the request of the supervisor

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in nursing, infection prevention, epidemiology, public health, or related health field.

Experience: Five years of professional experience in nursing, infection prevention, public health, or healthcare epidemiology with responsibilities in program research, planning, monitoring, and evaluation. Each additional year of approved work experience may be



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substituted for one year of required formal education.

License/Certification: Valid driver's license or access to transportation for statewide travel required.

PREFERRED QUALIFICATIONS:

- Knowledge and experience in outbreak investigations and infection prevention.
- Proficiency in computer applications preferred
- Understanding of social determinants of health, applied public health experience and emergency preparedness and response
- Bachelor's degree from a recognized university with major study in nursing and/or healthcare epidemiology preferred
- Considerable ability to communicate clearly and concisely both in oral and written form
- Ability to communicate with the public and medical providers on medical and other issues
- Perform technical writing.
- Nurse preferred.

Position Title: COVID-19 Case Coordination Unit Lead

SCOPE OF WORK: Collects infectious disease-related clinical information from healthcare providers and laboratories, requests, reviews, and interprets medical records, and enters data into surveillance software. Researches and reviews information related to infectious disease program policy, procedure, and regulations to provide accurate, consistent, and technically proficient support for state infectious disease programs. Acts in a supervisory role in the COVID-19 Case Coordination Unit.

ACCOUNTABILITIES:

- Researches and reviews infectious disease program policies, procedures and regulations for use in providing technical assistance and medical information
- Collects and verifies infectious disease-related clinical information through oral and written communication with other state agencies, health care providers, laboratories, and the public



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- Requests, reviews, and interprets medical records from healthcare organizations to determine if an infectious disease occurred and whether the report requires further intervention by COVID-19 investigators
- Uses medical knowledge to triage, distribute and delegate disease reports from healthcare providers and laboratories for follow-up as needed to COVID-19 investigators, other bureau staff, city health departments, or out-of-state health departments
- Receives and logs disease incidence and case information in infectious disease surveillance software systems, and monitors the receipt of infectious diseases reports and makes recommendations for additional investigation to supervisors when potential anomalies are detected
- Requires partial supervision of other employees doing work including assigning job duties, providing training, giving instructions, and checking work
- Implements quality assurance procedures to ensure completeness, accuracy, and validity of collected and documented clinical information, and participates in efforts to streamline work processes and makes recommendations for improvement
- Reviews, clarifies, interprets, and explains state infectious disease reporting laws, department rules and department policy to medical providers, other professionals and the public
- Develops and prepares infectious disease-related policy or procedural manuals, reports and publications according to established guidelines and procedures
- Maintains rigorous security and confidentiality procedures in accordance with Bureau, Division, and Department policies

MINIMUM QUALIFICATIONS:

Education: Associate's degree from a recognized college or university with a major study in a health, medical or paramedical field. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years of professional or paraprofessional experience in a healthcare setting at the level of a nurse, medical assistant, paramedic, or related occupation. At least one year of supervisory or work delegation experience. Each additional year of approved work experience may be substituted for one year of required formal education.

PREFERRED QUALIFICATIONS:

- Experience with infectious disease
- Experience working in a medical office
- Experience collecting and communicating about sensitive health information and operating in an environment covered by the Health Insurance Portability and



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Accountability Act (HIPAA)

- Ability to communicate effectively in oral and written form and to establish and maintain effective relationships with governmental officials, other employees and the general public
- Must be willing to maintain appearance appropriate to assigned duties and responsibilities as determined by the agency appointing authority

Position Title: Case Coordination Support Specialist

SCOPE OF WORK: To transcribe and verify diversified data from source documents for entry into a computerized data bank with various types of applications.

ACCOUNTABILITIES

- Enters diversified data for various types of applications into online computerized data bank
- Verifies the data entered by other operators to ensure accuracy of computer run
- Researches keying errors and corrects the information for processing
- Uses computerized equipment for validation of source documents
- Sorts and files data according to standardized procedures
- Performs clerical duties upon assignment

MINIMUM QUALIFICATIONS:

Education: High school diploma or high school equivalency credential. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years of clerical experience, including six months of operating data entry equipment.

PREFERRED QUALIFICATIONS:

- Experience working in a medical setting
- Experience collecting and communicating about sensitive health information and operating in an environment covered by the Health Insurance Portability and Accountability Act (HIPAA)
- Knowledge of keying and data entry systems
- Knowledge of the uses and principles of codes and coded information



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- Skill in entering data into computer systems and databases
- Ability to type data accurately and rapidly
- Ability to comprehend and follow instructions
- Ability to establish and maintain harmonious working relationships with associates
- Must be willing to maintain appearance appropriate to assigned duties and responsibilities as determined by the agency appointing authority

POSITION TITLE: Epidemiology Statistical Assistant

SCOPE OF WORK: Under the direct supervision of the COVID-19 Epidemiology and Surveillance Unit Lead the COVID-19 Statistical Assistant (CSA) will collect and compile COVID-19 surveillance data. Performs preliminary statistical analysis and prepares COVID-19 REPORTS. Collects information from healthcare providers, case report forms, laboratory results, and enters data into surveillance software and other database systems.

ACCOUNTABILITIES

- Implements methods and procedures related to data collection systems necessary to provide and link the data for statistical analysis relevant to COVID-19
- Receives and logs disease incidence and case information. Operates within several surveillance systems and databases to transcribe and enter COVID-19 data.
- Classifies raw data, sorts and batches data for computer entry and disease investigations. Organizes and prepares records for storage.
- Collects and transposes COVID-19 data following the approved protocol; collects, analyzes and interprets disease reports and other information.
- Implements quality assurance procedures to insure completeness, accuracy, and validity of data.
- Maintains the surveillance software and corrects errors in the database. Ensures are key data variables are complete and accurate for grant reporting.
- Performs preliminary statistical analysis and prepares COVID-19 statistical reports. Compiles, computes and develops charts, tables, and graphs for use by program personnel in project planning and the preparation for grants or reports for prevention and response.
- Analyzes existing disease investigation, prevention and control policies and procedures in order to recommend effective changes to enhance COVID-19 disease reporting.
- Makes presentations as requested and attends meetings and trainings as requested.
- Trains staff at direction of supervisor if needed.
- Conducts other statistical projects at the request of the supervisor



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· Exhibit B-1 - Job Descriptions

- Maintains complete confidentiality of all sensitive information and adheres to rigorous system security procedures.

MINIMUM QUALIFICATIONS:

Education: Associate's degree from a recognized college or technical institute with a major study in business administration, statistics, mathematics or data processing. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years' experience involving the preparation of statistical reports. Each additional year of approved work experience may be substituted for one year of required formal education.

PREFERRED QUALIFICATIONS:

Experience collecting and communicating about sensitive health information.

Position Title: Epidemiology Unit Lead

SCOPE OF WORK: The Epidemiology Unit Lead, oversees epidemiology staff and program activities, such as interpretation of statewide data, policies and procedures for use in COVID-19 planning and response. Oversees the use of surveillance systems to track the occurrence of infectious diseases and COVID-19.

ACCOUNTABILITIES:

- Supervises other epidemiology professional staff, including providing training, and delegation of work
- Conducts and guides in planning and coordination of epidemiological investigations, including but not limited to: 1) guiding study design and questionnaire or other data collection instrument development; 2) conducting statistical analysis and adapting technique to fulfill specific needs; 3) conducting site visits and interviews of patients and/or healthcare providers; and 4) interpreting and communicating findings for a variety of audiences
- Develops and revises methods and procedures related to data collection systems necessary to provide and link the data for statistical analysis relevant to COVID-19
- Oversees epidemiological investigations following the approved protocol; collects, analyzes and interprets disease reports and other information
- Applies scientific knowledge, manages data from surveillance projects, and performs complex epidemiologic analysis (descriptive and comprehensive analysis) using statistical

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- software programs
- Collaborates with federal, other state and local agencies to provide ongoing statewide surveillance and investigation of disease capacity
- Consults with state, regional and local partners and agencies, the NH Public Health Laboratories and private laboratories, medical providers, and others to ensure coordination and prompt response to disease investigation.
- Finalizes routine, interim and final reports on COVID-19 cases, laboratory testing, and investigations and outbreaks as established by protocols
- Finalizes protocols for COVID-19 investigations and develop emergency preparedness plans as requested by supervisor
- Serves as a resource for current information about COVID-19; provides education materials to clinical staff, the public, medical providers, Department staff and others
- Analyzes existing disease investigation, prevention and control policies and procedures in order to recommend effective changes to enhance COVID-19 disease reporting and prevention activities
- Makes formal presentations as requested and attends conferences, meetings and trainings as requested
- Assists in the preparation of new and continuing federal grants
- Conducts other disease investigation, outbreak management and epidemiology projects at the request of the supervisor
- Ensures availability to support the Department as needed in the event of a public health emergency

MINIMUM QUALIFICATIONS:

Education: Master's degree from a recognized college or university with major study in epidemiology, biostatistics, public health, or related health field preferred. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Four years of professional experience in public health, biostatistics, data analysis, and/or epidemiology, with responsibilities in program research, planning, monitoring, and evaluation.

OR

Education: Bachelor's degree from a recognized college or university with major study in epidemiology, biostatistics, public health, or related health field



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Experience: Five years of professional experience in public health, biostatistics, data analysis, and/or epidemiology with responsibilities in program research, planning, monitoring, and evaluation. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license or access to transportation for statewide travel required.

PREFERRED QUALIFICATIONS:

- Knowledge and experience in epidemiologic methods and statistical analysis as well proficiency in computer applications and statistical software preferred
- Understanding of social determinants of health
- Applied public health experience
- Experience with emergency preparedness and response
- Experience communicating with the public and medical providers on medical issues
- Master's degree from a recognized university with major study in epidemiology preferred
- Considerable ability to communicate clearly and concisely both in oral and written form, communicate with the public and medical providers on medical and other issues, perform technical writing, and evaluate and analyze program effectiveness and resource unitization; knowledge and experience in supervision preferred

Position Title: Epidemiologist

SCOPE OF WORK: Under the direct supervision of the COVID-19 Epidemiology and Surveillance Manager the COVID-19 Epidemiologist analyzes and interprets statewide data, policies and procedures for use in COVID-19 planning and response. Utilizes surveillance systems to track the occurrence of infectious diseases and COVID-19. Analyzes and interprets complex data sets for reporting and informing disease intervention activities.

ACCOUNTABILITIES:

- Conducts and participates in the planning and coordination of epidemiological investigations, including but not limited to: 1) conducting statistical analysis and adapting technique to fulfill specific needs; 2) conducting site visits and interviews of patients and/or healthcare providers; and 3) interpreting and communicating findings for a variety of audiences



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- Implements methods and procedures related to data collection systems necessary to provide and link the data for statistical analysis relevant to COVID-19
- Conducts epidemiological investigations following the approved protocol; collects, analyzes and interprets disease reports and other information.
- Applies scientific knowledge, manages data from surveillance projects, and performs complex epidemiologic analysis (descriptive and comprehensive analysis) using statistical software programs
- Collaborates with federal, other state and local agencies to provide ongoing statewide surveillance and investigation of disease capacity
- Consults with state, regional and local partners and agencies, the NH Public Health Laboratories and private laboratories, medical providers, and others to ensure coordination and prompt response to disease investigations
- Drafts routine, interim and final reports on COVID-19 cases, laboratory testing, and investigations and outbreaks as established by protocols
- Writes protocols for COVID-19 investigations and develop emergency preparedness plans as requested by supervisor
- Analyzes existing disease investigation, prevention and control policies and procedures in order to recommend effective changes to enhance COVID-19 disease reporting and prevention activities
- Makes formal presentations as requested and attends conferences, meetings and trainings as requested
- Conducts other disease investigation, outbreak management and epidemiology projects at the request of the supervisor

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in epidemiology, biostatistics, public health, or related health field

Experience: Four years' professional or paraprofessional experience in epidemiology, surveillance, data analysis, health or a public health related field with responsibility for program implementation, direct service delivery, planning or program evaluation. Each additional year of approved work experience may be substituted for one year of required formal education.

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License/Certification: Valid driver's license or access to transportation for statewide travel required.

PREFERRED QUALIFICATIONS:

- Knowledge and experience in epidemiologic methods and statistical analysis as well proficiency in computer applications and statistical software preferred
- Understanding of social determinants of health, applied public health experience and emergency preparedness and response
- Master's degree from a recognized university with major study in epidemiology preferred; considerable ability to communicate clearly and concisely both in oral and written form
- Ability to communicate with the public and medical providers on medical and other issues
- Perform technical writing

Position Title: COVID-19 Occupational Health Epidemiologist

SCOPE OF WORK: Under the direct supervision of the COVID-19 epidemiology and surveillance Manager, the COVID-19 Industry and Occupational Health Epidemiologist analyzes and interprets statewide data, policies and procedures for use in COVID-19 planning and response, with specific focus on industry and occupation. Utilizes surveillance systems to track the occurrence of infectious diseases and COVID-19 within workplace settings. Ensures availability to support the Department as needed in the event of a public health emergency.

ACCOUNTABILITIES:

- Develops and revises methods and procedures related to data collection systems necessary to provide and link the data for statistical analysis relevant to COVID-19 industry and occupation.
- Conducts epidemiological investigations following the approved protocol. Collects, analyzes and interprets disease reports and other information. Conducts other disease investigation, outbreak management and epidemiology projects at the request of the supervisor.
- Manages data from surveillance projects and performs complex epidemiologic analysis using statistical software programs.
- Collaborates with federal, other state and local agencies to provide ongoing statewide

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surveillance and investigation of disease capacity for industry and occupational settings.

- Consults with state, regional and local partners and agencies, the NH Public Health Laboratories and private laboratories, medical providers, University Occupational Health Programs and others to ensure coordination and prompt response to disease investigations.
- Provides routine, interim and final reports on COVID-19 industry and occupational health.
- Writes protocols, provides training resources for COVID-19 investigation staff, and works towards enhancing industry and occupational health surveillance.
- Serves as a resource for current information about industry and occupational health. Provides education materials to clinical staff, the public, medical providers, Department staff and others.
- Analyzes existing disease investigation, prevention and control policies and procedures in order to recommend effective changes to enhance COVID-19 disease reporting and prevention activities for industry and occupation.
- Makes formal presentations as requested and attends conferences, meetings and trainings as requested.
- Assists in the preparation of new and continuing federal grants.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in epidemiology, biostatistics, public health, or related health field

Experience: Four years' professional or paraprofessional experience in epidemiology, surveillance, data analysis, health or a public health related field with responsibility for program implementation, direct service delivery, planning or program evaluation. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license or access to transportation for statewide travel required.

PREFERRED QUALIFICATIONS:

- Knowledge and experience in epidemiologic methods and statistical analysis as well proficiency in computer applications and statistical software preferred



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- Understanding of social determinants of health, applied public health experience and emergency preparedness and response
- Master's degree from a recognized university with major study in epidemiology preferred; considerable ability to communicate clearly and concisely both in oral and written form
- Ability to communicate with the public and medical providers on medical and other issues

POSITION TITLE: Information Technology System Administrator

SCOPE OF WORK: Under the guidance and supervision of the COVID-19 Contact Tracing and Monitoring Branch Director, the COVID-19 Contact Tracing System Administrator will assume responsibility for working with response staff, the Department of Information Technology (DoIT), and vendors to perform the project management and technical tasks associated with contact tracing systems. Responsibility includes the development and implementation of goals and objectives leading to effective information technology systems to combat the COVID-19 global pandemic in New Hampshire.

ACCOUNTABILITIES

- Serves as the contact tracing system administrator and will assume responsibility for working with response staff, the Department of Information Technology (DoIT), and vendors to perform the project management and technical tasks associated with contact tracing systems.
- Liaisons between program staff conducting contact tracing activities and technical staff, DoIT, and vendors.
- Develops data reports using the contact tracing system to monitor contract tracing program metrics and to identify potential efficiencies that can be achieved through use or modification of the contact tracing system.
- Leads processes to evaluate performance of the current contact tracing system, other potential contact tracing systems and makes recommendations to response leadership.
- Develops formal lines of communication between agency personnel, including providing information, instructions, and directives in order to attain cooperation and fulfill agency objectives.
- Develops or updates contact tracing system user manuals and training materials.
- Assists internal and external users of the system with technical issues and escalates unresolved problems to DoIT or a vendor as appropriate.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS



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Education: Bachelor's degree from a recognized college or university with major study in health administration, business administration, informatics, information technology, public health, statistics, education, or emergency preparedness. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Seven years of experience in a health, public health, social services, or government agency providing planning, project management, or information technology support.

License/Certification: Valid driver's license, if necessary for travel throughout the State.

SPECIAL REQUIREMENTS: Availability to respond to emergencies on nights and weekends as they arise.

PREFERRED QUALIFICATIONS:

- Experience with informatics, data integration, data analytics, or surveillance software systems.
- Experience with contact tracing or other tech solution platforms.
- Ability to negotiate agreements
- Ability to communicate effectively orally and in writing to individuals and groups.
- Ability to establish and maintain effective working relationships with medical, other professional and administrative officials, governmental officials and the public
- Must be willing to maintain appearance appropriate to assigned duties and responsibilities as determined by the agency appointing authority

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Exhibit B-1 - Job Descriptions

Public Health Laboratories

Microbiologist IV

Microbiologist II

Laboratory Scientist

Laboratory Assistant - Central Receiving

Laboratory Assistant - Microbiology

Data Entry Specialist

Toxicologist I

Biomonitoring Program Specialist

Laboratory Information Management System (LIMS) Program Specialist



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Position Title: Microbiologist IV

SCOPE OF WORK: Oversees laboratory activities in the area of virology and special testing with responsibility for supervising laboratory specialists, developing and performing complex microbiological procedures, and reporting high-quality test results.

ACCOUNTABILITIES:

- Performs and interprets complex microbiological laboratory tests on human, animal and environmental specimens and reports the results to health care and public health professionals to assist in protecting the public health and to assist the provider in diagnoses and treatment decisions; maintains flexibility to cope with assignments that may vary from day to day depending on workload; exhibits competency in all tasks of laboratory unit or specialty to which assigned
- Serves as the Supervisor of the Virology and Special Testing Laboratory Unit; supervises and schedules staff assigned to the laboratory unit and performs special laboratory functions to assure effective, efficient operations; participates in employee performance evaluations and the interview process; trains subordinate microbiologists and laboratory assistants; trains and offers technical assistance to field personnel; documents all training activities and competency assessment to assure compliance with federal regulations
- Independently reports results; enters test results and quality control data into Laboratory Information Management System (LIMS) to accurately track testing process and assure its validity; reviews data and corrects inaccuracies. Queries database to gather information for lab users; prepares statistical reports from the data to satisfy management and client needs
- Performs, documents, and evaluates quality control to assure accuracy of test results; drafts laboratory procedures and makes recommendations for changes in methodology to assure effective workflow; ensures compliance with all federal regulations
- Operates, maintains, and troubleshoots highly complex laboratory equipment to provide quality assured laboratory test results and to assure timely performance of analyses
- Participates in proficiency testing, and other quality assurance activities, to assure individual competence, to meet federal regulations and to enhance the Public Health Laboratories' reputation; ensures that program is represented on PHL Quality Assurance Committee
- Communicates with health care providers and other laboratory users to convey test results



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with their interpretation and laboratory information for diagnostic and treatment decisions; maintains confidentiality at all times

- Oversees inventory of supplies, reagents, and instrument parts to assure constant ability to perform testing; understands, follows, and teaches subordinates all laboratory safety rules, to protect self and co-workers
- Assists the Virology and Molecular Diagnostics Program Manager in preparing grant applications, budget needs and progress reports; oversees laboratory projects such as evaluating a new procedure or chairing a taskforce, as assigned, and actively participates on laboratory committees to support PHL infrastructure; manages laboratory unit as Unit Supervisor
- Works flexible hours when the public health situation demands; attends disease outbreak meetings with professionals from other department bureaus and coordinates laboratory response

MINIMUM QUALIFICATIONS:

Education: Master's degree from a recognized college or university with a minimum of thirty-six (36) credits in the field of microbiology, medical technology, the biological sciences, the health sciences, or the health professions. Each additional year of approved formal education may be substituted for one year of required work experience. Professional certification in the specialty of microbiology may be substituted for one year of required work experience.

Experience: Five years of experience in a microbiological, clinical or public health laboratory, with one year in a supervisory level position.

License/Certification: Applicants must meet certification requirements of the Centers for Medicare and Medicaid Services for Clinical Laboratory Personnel (CLIA '88).

SPECIAL REQUIREMENTS:

1. Must demonstrate successful completion of basic Core Training and Intermediate Training or their equivalent plus Advanced Level Training specialized to job function or its equivalent.
2. Must receive satisfactory performance evaluation and performance based recommendation from Supervisors and Laboratory Administrator.
3. Must be willing to obtain security clearance to work with Select Agents according to the Select Agent Rule requirements.

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Exhibit B-1 - Job Descriptions

SPECIAL QUALIFICATIONS:

Must be able to rotate among testing areas according to workload needs. Visual deficiencies must not interfere with ability to perform laboratory analyses. Physical condition must allow for the administration of vaccines and/or necessary diagnostics tests and be willing to take vaccines that will allow working with Select Agents, e.g., anthrax and smallpox vaccines. Superior manual dexterity and coordination required. Must be willing and able to handle unpleasant and/or hazardous specimens such as feces, sputum, blood, vomitus, urine, animal heads, and samples known to contain infectious organisms and/or toxic chemicals such as carcinogens. Must be willing to receive Hepatitis B vaccine.

Position Title: Microbiologist II

SCOPE OF WORK: Conducts and interprets quality assured and time dependent microbiologic and molecular diagnostic analyses on human, animal and environmental specimens in support of public health activities. Conducts DNA sequence-based surveillance activities to support the mission of NH PHL.

ACCOUNTABILITIES:

- Performs and interprets laboratory tests on clinical and environmental specimens using a variety of microbiological and molecular techniques such as Polymerase chain reaction (PCR), DNA sequencing and next generation sequencing in support of public health activities; participates in DNA sequence-based surveillance activities to support the mission of NH PHL
- Performs QC and analysis on Sanger sequencing and next generation sequencing data using computer software
- Operates, maintains, and troubleshoots complex laboratory equipment to provide quality assured laboratory test results and to assure timely performance of analyses; prepares reagents and monitors supplies and instrument parts to assure constant ability to perform testing
- Enters test results and quality control data into Laboratory Information Management System (LIMS) to accurately track testing process and assure its validity; reviews data and corrects inaccuracies; queries database to gather information for labusers
- Understands and adheres to strict quality control policies; participates in proficiency testing to demonstrate competency, as required by federal regulations; performs quality improvement projects as assigned



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- Conducts evaluation and validation of laboratory methodologies and instrumentation in detecting and characterizing microorganisms; drafts reports and procedures pertaining to method implementation
- Communicates with public health officials, health care providers, and other laboratory users to convey test results with their interpretation for patient diagnosis and treatment decisions; maintains confidentiality at all times
- Provides training to subordinate microbiologists, laboratory scientists, and students; participates in cross training as directed to meet agency goals and assure coverage for disease outbreaks; attends training to enhance job knowledge
- Following strict laboratory safety procedures, works with highly infectious microorganisms, which cause diseases in humans
- Actively participates on laboratory committees and task forces to comply with laboratory policies and meet federal regulations

MINIMUM QUALIFICATIONS:

Education: Master's degree from a recognized college or university with a minimum of thirty-six (36) credits in the field of microbiology, medical technology, the biological sciences, the health sciences, or the health professions. Each additional year of approved formal education may be substituted for one year of required work experience. Professional certification in the specialty of microbiology or molecular diagnostics may be substituted for one year of required work experience.

Experience: Three years of experience in a microbiological, clinical, or public health laboratory performing clinical microbiology procedures.

OR

Education: Bachelor's degree from a recognized college or university with major study in microbiology, medical technology, the biological sciences, the health sciences or the health professions. Professional certification in the specialty of microbiology or molecular diagnostics may be substituted for one year of required work experience.

Experience: Four years of experience in microbiological, clinical, or public health laboratory performing clinical microbiology procedures.

License/Certification: Applicants must meet certification requirements of the Centers for Medicare and Medicaid Services for Clinical Laboratory Personnel (CLIA '88).



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SPECIAL REQUIREMENTS:

1. Must be willing to obtain security clearance to work with Select Agents according to the Select Agent Rule requirements.
2. Must demonstrate successful completion of basic Core Training or its equivalent plus Intermediate Level Training specialized to job function or its equivalent.
3. Must receive satisfactory performance evaluation and performance based recommendation from Supervisors and Laboratory Administrator.
4. Understands and adheres to strict laboratory safety protocols, undergoes diagnostic testing and receives vaccines where appropriate to provide for personal safety.
5. Understands the public health mission and works flexible hours when required.
6. Must wear personal protective equipment that may cause discomfort.
7. Must maintain laboratory expertise.

SPECIAL QUALIFICATIONS: Must be able to rotate among testing areas according to workload needs. Visual deficiencies must not interfere with ability to perform laboratory analyses. Superior manual dexterity and coordination required. Must be willing and able to handle unpleasant and/or hazardous specimens such as feces, sputum, blood, vomitus, urine, brain tissue, shellfish meats, septage, and samples that are known to or may contain infectious organisms and/or toxic chemicals such as carcinogens. Must be willing to receive Hepatitis B or other vaccines if applicable to position. Physical condition must allow for the administration of vaccines and/or necessary diagnostics tests.

Position Title: Laboratory Scientist

SCOPE OF WORK: Analyzes specimens and interprets and reports results of a variety of laboratory tests in support of public health activities.

ACCOUNTABILITIES:

- Performs and interprets complex laboratory tests on human, animal and environmental specimens and reports results to health care and public health professionals to assist in protecting the public health and to assist the provider in diagnoses and treatment decisions; maintains flexibility to cope with assignments that may vary from day to day depending on workload



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- Enters data into Laboratory Information Management System (LIMS) to accurately track testing process; reviews data and corrects inaccuracies; queries database to gather and interpret information for lab users or the public
- Performs, documents, and evaluates quality control to assure accuracy of test results; assists with drafting of laboratory procedures and makes recommendations for changes in methodology to assure effective workflow; assists in the development of new methods
- Operates, maintains, and troubleshoots complex laboratory equipment to provide quality assured laboratory test results and to assure timely performance of analyses
- Participates in proficiency testing, and other quality assurance activities, to assure individual competence, to meet federal regulations and to enhance the Public Health Laboratories' reputation
- Trains subordinate laboratory scientists and laboratory assistants; trains and offers technical assistance to field personnel; reviews data entry of other staff to ensure accuracy of information; documents all training activities to assure compliance with federal regulations.
- Communicates with health care providers and other laboratory users to convey test results and laboratory information for diagnostic and treatment decisions; maintains confidentiality at all times.
- Oversees inventory of supplies, reagents, and instrument parts to assure constant ability to perform testing; understands, and follows, all laboratory safety rules, to protect self and co-workers
- Oversees laboratory projects such as evaluating a new procedure or chairing a taskforce, as assigned, and actively participates on laboratory committees to support PHL infrastructure; contributes to laboratory related publications such as newsletter articles, poster presentations, peer reviewed journals
- Works flexible hours when the public health situation demands

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in the biological sciences, health sciences, or physical sciences.

Experience: Two years of experience in a clinical or public health laboratory.



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License/Certification: Applicants must meet certification requirements of the Health Care Financing Administration for Clinical Laboratory Personnel (CLIA '88).

SPECIAL REQUIREMENTS:

1. For appointment consideration, Laboratory Scientist II applicants must successfully participate in a structured interview measuring possession of knowledge, skills and abilities identified as necessary for satisfactory job performance by this class specification. The structured interview is developed and administered, according to Division of Personnel guidelines, by representatives of the State agency in which the vacancy exists.
2. Must demonstrate successful completion of basic Core Training or its equivalent plus Intermediate Level Training specialized to job function or its equivalent.
3. Must receive satisfactory performance evaluation and performance based recommendation from Supervisors and Laboratory Administrator.

SPECIAL QUALIFICATIONS: Visual deficiencies must not interfere with ability to perform laboratory analyses. Physical condition must allow for the administration of vaccines and/or necessary diagnostics tests. Superior manual dexterity and coordination required. Must be willing and able to handle unpleasant and/or hazardous specimens such as feces, sputum, blood, vomitus, urine, animal heads, and samples known to contain infectious organisms and/or toxic chemicals such as carcinogens. Must be willing to receive Hepatitis B vaccine.

Position Title: Laboratory Assistant - Central Receiving

SCOPE OF WORK: Perform administrative and technical functions of the Central Receiving Unit, with responsibility for a variety of program functions including good customer service and program advisor to clients. Provides exemplary service to laboratory customers and clients on program information in an efficient, timely and safe manner.

ACCOUNTABILITIES:

- Accurately and efficiently performs laboratory sample and specimen processing consisting of receiving, identifying, assigning identification numbers, sorting, and performing any pre-analytical preparation of clinical specimens and environmental sample; performs data processing, ensuring accuracy and proper handling of the sample and specimen prior to analysis
- Communicates with submitters, the public, internal and external customers routinely to provide excellent customer service; provides laboratory information to customers and

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clients regarding sample and specimen collection, transport and general PHL information; maintains the ability to handle numerous requests simultaneously.

- Adheres to all regulatory guidelines in program activities, including but not limited to FDA, OSHA, CLIA, and NELAC; applies knowledge of regulatory guidelines to all samples and specimens submitted; compiles non-conformance data to present to supervisor; takes action to remediate issues as needed
- Participates in the proper operation and maintenance of equipment such as biological safety cabinet, heat block and incubators; participates with the biohazard and chemical needs in assigned areas; follows all safety regulatory guidelines; records statistical data, preventative maintenance of equipment, quality control values, and daily work logs as assigned; reports measures to supervisor; maintains proper lab cleanliness and packages biohazard waste for pickup
- Understands and adheres to program policies and procedures; organizes work for effective utilization of time, able to determine priorities when organizing daily assignments; promotes an environment in which the laboratory personnel can work together in a cooperative manner; makes pertinent observations in regards to unit needs and offers suggestions for improvement
- Receives customer orders, prepares and ships sample and specimen collection kits to users; maintains detailed inventory and is prepared for surge capacity testing; understands and complies with current packaging and shipping guidelines
- Assists with financials including creating invoices, statements and debits and credits; receives specimens; contributes service to other State agencies as needed to meet agency requirements
- Participates in quality assurance and quality improvement activities; documents problems and complaints; participates in competency exercises and seeks opportunities for professional development
- Trains and oversees work of laboratory personnel as assigned in the above tasks; conducts informational and operational training as assigned; assumes program responsibility in absence of supervisor; participates in a PHL Committee
- Works flexible hours as required during public health incidents; provides surge capacity during outbreaks and public health emergencies; works water analysis side of Central Receiving when needed

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MINIMUM QUALIFICATIONS:

Education: Associate's degree from a recognized college or technical institute with a major study in the biological sciences, chemical sciences and health professions. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years of experience in laboratory work conducting a wide variety of sample analyses relative to the laboratory to which assigned. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: None required.

SPECIAL REQUIREMENTS: Must be willing to receive hepatitis B and rabies vaccine. Visual deficiencies must not interfere with ability to perform laboratory analysis. Physical condition must allow for the administration of vaccines and necessary diagnostics tests. Superior manual dexterity and coordination is required. Must be willing and able to handle unpleasant specimens such as blood, feces, sputum, urine, vomitus, animal heads and samples known to contain infectious organisms and toxic chemicals.

Position Title: Laboratory Assistant - Microbiology

SCOPE OF WORK: Performs administrative and technical functions of the Microbiology Unit, with responsibility for a variety of program functions including supporting media preparation; glassware dishwashing; sterile supply; inventor of incoming supply receipt and delivery of supplies to lab; stock and management of COVID supplies; biohazardous waste management. Performs quality control and quality assurance; maintains safety practices. This position is part-time.

ACCOUNTABILITIES:

- Accurately and efficiently performs laboratory sample and specimen processing consisting of receiving, identifying, assigning identification numbers, sorting, and performing any pre-analytical preparation of clinical specimens and environmental sample; performs data processing, ensuring accuracy and proper handling of the sample and specimen prior to analysis
- Communicates with submitters, the public, internal and external customers routinely to provide excellent customer service; provides laboratory information to customers and clients regarding sample and specimen collection, transport and general PHL information; maintains the ability to handle numerous requests simultaneously.



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- Adheres to all regulatory guidelines in program activities, including but not limited to FDA, OSHA, CLIA, and NELAC; applies knowledge of regulatory guidelines to all samples and specimens submitted; compiles non-conformance data to present to supervisor; takes action to remediate issues as needed
- Participates in the proper operation and maintenance of equipment such as biological safety cabinet, heat block and incubators; participates with the biohazard and chemical needs in assigned areas; follows all safety regulatory guidelines; records statistical data, preventative maintenance of equipment, quality control values, and daily work logs as assigned; reports measures to supervisor; maintains proper lab cleanliness and packages biohazard waste for pickup.
- Understands and adheres to program policies and procedures; organizes work for effective utilization of time, able to determine priorities when organizing daily assignments; promotes an environment in which the laboratory personnel can work together in a cooperative manner; makes pertinent observations in regards to unit needs and offers suggestions for improvement
- Receives customer orders, prepares and ships sample and specimen collection kits to users; maintains detailed inventory and is prepared for surge capacity testing; understands and complies with current packaging and shipping guidelines
- Assists with financials including creating invoices, statements and debits and credits; receives specimens; contributes service to other State agencies as needed to meet agency requirements
- Participates in quality assurance and quality improvement activities; documents problems and complaints; participates in competency exercises and seeks opportunities for professional development
- Trains and oversees work of laboratory personnel as assigned in the above tasks; conducts informational and operational training as assigned; assumes program responsibility in absence of supervisor; participates in a PHL Committee
- Works flexible hours as required during public health incidents; provides surge capacity during outbreaks and public health emergencies; works water analysis side of Central Receiving when needed

MINIMUM QUALIFICATIONS:



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Education: Associate's degree from a recognized college or technical institute with a major study in the biological sciences, chemical sciences and health professions. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years of experience in laboratory work conducting a wide variety of sample analyses relative to the laboratory to which assigned. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: None required.

SPECIAL REQUIREMENTS: Must be willing to receive hepatitis B and rabies vaccine. Visual deficiencies must not interfere with ability to perform laboratory analysis. Physical condition must allow for the administration of vaccines and necessary diagnostics tests. Superior manual dexterity and coordination is required. Must be willing and able to handle unpleasant specimens such as blood, feces, sputum, urine, vomitus, animal heads and samples known to contain infectious organisms and toxic chemicals.

Position Title: Data Entry Specialist

SCOPE OF WORK: To transcribe and verify diversified data from source documents for entry into a computerized data bank with various types of applications.

ACCOUNTABILITIES

- Enters diversified data for various types of applications into online computerized data bank
- Verifies the data entered by other operators to ensure accuracy of computer run
- Researches keying errors and corrects the information for processing
- Uses computerized equipment for validation of source documents
- Sorts and files data according to standardized procedures
- Performs clerical duties upon assignment

MINIMUM QUALIFICATIONS:

Education: High school diploma or high school equivalency credential. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years of clerical experience, including six months of operating data entry equipment.



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PREFERRED QUALIFICATIONS:

- Knowledge of keying and data entry systems.
- Knowledge of the uses and principles of codes and coded information
- Skill in entering data into computer systems and databases
- Ability to type data accurately and rapidly
- Ability to comprehend and follow instructions
- Ability to establish and maintain harmonious working relationships with associates
- Must be willing to maintain appearance appropriate to assigned duties and responsibilities as determined by the agency appointing authority
- Experience collecting and communicating about sensitive health information and operating in an environment covered by the Health Insurance Portability and Accountability Act (HIPAA)

Position Title: Toxicologist I

SCOPE OF WORK: The toxicologist analyzes specimens and interprets and reports results of a variety of laboratory tests in support of testing clinical (non-fatal overdose) and environmental (dropped powders, syringe surveillance) samples for opioid content. This position is part-time.

ACCOUNTABILITIES:

- Conducts tests using a variety of complex scientific test equipment to identify the chemical composition of narcotics, drugs, contaminants and other substances in blood, urine and other biological and environmental samples and determines the levels of impairment, poisoning or adulteration.
- Performs drug extractions, processes mass spectral runs, and evaluates data for accuracy and completeness. Consolidates analytical results into a spreadsheet and prepares detailed reports of tests and findings.
- Prepares and maintains analytical reagents for use in performing drug extractions. Analyzes and verifies blank blood and prepares blood controls with measured amounts of drugs for use in verifying analytical results of individual runs.



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- Conducts chemical comparisons of unknown substances, chemicals and food products to determine or verify compositions.
- Assists in the research of new test methods, compilation and analysis of data to report findings for implementation or revision of unit procedures or laboratory policies.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in toxicology, chemistry, biochemistry, the biological sciences, forensic science, the health sciences, the health professions, medical technology, the physical sciences, or a related scientific field dependent on the needs of the position. Additional years of approved formal education may be substituted for up to two (2) years of required work experience on a one-to-one basis. Professional certification in chemistry or toxicology by an approved accrediting agency may be substituted for one of the required years of experience.

Experience: Three years' experience performing chemistry, biological sciences or forensic laboratory duties.

License/Certification: Must be eligible to hold a New Hampshire driver's license and have access to transportation for use in statewide travel. Applicants must meet certification requirements as Testing Personnel per the Health Care Financing Administration for Clinical Laboratory Personnel according to the Clinical Laboratory Improvement Amendments of 1988 (CLIA).

SPECIAL REQUIREMENTS:

1. Must be eligible to work in the U.S. and able to pass a security-background clearance check if required for the duties of the position.
2. Visual deficiencies must not interfere with ability to perform laboratory analyses. Physical condition must allow for the administration of vaccines and/or necessary diagnostic tests. Superior manual dexterity and coordination required. Must be able to operate complex analytical instrumentation.
3. Must be willing and able to handle unpleasant and/or hazardous specimens such as feces, sputum, blood, vomitus, urine, animal heads, and samples known to contain infectious organisms and/or toxic chemicals such as carcinogens and asbestos. Must be willing to receive Hepatitis B vaccine.
4. Must work flexible hours when required.
5. Experience collecting and communicating about sensitive health information and operating in an environment covered by the Health Insurance Portability and Accountability Act (HIPAA).



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Position Title: Biomonitoring Program Specialist

SCOPE OF WORK: The Program Specialist will assist with study design, execution, data analysis, and result communication to support the four federally funded Biomonitoring Cooperative Agreement projects. This position is part-time.

ACCOUNTABILITIES:

- Researches, develops and drafts program policy to comply with state and federal law.
- Analyzes and interprets information in order to assist in developing program policy and procedures.
- Consults with state and local officials as well as private agencies to ensure coordination in the implementation of programs.
- Provides information and interpretation to other agencies and the public regarding program planning, policy and procedure.
- Analyzes existing policies and procedures in order to recommend effective changes.
- Makes formal presentations and explains federal and state regulations in order to implement program policy and procedures.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in a health or biological science. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Three years' professional or paraprofessional experience in a public health or a medical laboratory or facility involving patient specimen handling and familiarity with laboratory testing and laboratory information systems, with responsibility for program implementation, direct service delivery, planning or program evaluation. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license and/or access to transportation for use in statewide travel.

SPECIAL REQUIREMENTS: Experience collecting and communicating about sensitive health information and operating in an environment covered by the Health Insurance Portability and Accountability Act (HIPAA)

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Exhibit B-1 - Job Descriptions

Position Title: Laboratory Information Management System Program Specialist

SCOPE OF WORK: Oversees the pre-analytical and post-analytical laboratory operations related to the Laboratory Information Management System (LIMS) for the Bureau of Laboratory Services. Pre-analytical operations include sample collection, handling, transport as well as test ordering and use of laboratory requisition. Post-analytical operations focus on test result reporting. Generates, analyzes, and interprets data reports to assist program and laboratory decision making.

ACCOUNTABILITIES:

- Monitors LIMS to ensure electronic messages and reports are generated and delivered successfully. Assumes responsibility for the LIMS in the absence of the Program Manager.
- Monitors both the external and internal web portals to ensure they are functioning properly
- Works with Program Managers and Unit Supervisors to develop data queries and data sets to support improvement projects and increase performance
- Acts as a customer service point of contact for the LIMS; manages, prioritizes and documents customer requests. Develops and runs quality reports for LIMS to assess customer needs
- Identifies COVID training needs; develops and conducts end-user training
- Coordinates the development of operational policies and procedures related to the LIMS COVID response; designs and modifies Lab-IT forms and instructions for laboratory staff use.
- Participates in program audits, quality improvement projects, and quality metric data collection and analysis to achieve IT quality objectives
- Assists in the scheduling and coordination of data entry staff
- Generates reports and data summaries for laboratory and other management

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in a health science. Each additional year of approved formal education may be substituted for one year of required work experience.



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Experience: Three years' professional or paraprofessional experience in a medical laboratory or facility involving patient specimen handling and familiarity with laboratory testing and laboratory information systems, with responsibility for program implementation, direct service delivery, planning or program evaluation. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license and/or access to transportation for use in statewide travel.

SPECIAL REQUIREMENTS: Experience collecting and communicating about sensitive health information and operating in an environment covered by the Health Insurance Portability and Accountability Act (HIPAA)



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Exhibit B-1 - Job Descriptions**

Bureau of Infectious Disease Control, COVID-19 Vaccine Operation

Call Center Agent

Call Center Supervisor

Vaccine Shipping Clerk

Vaccine Education and Training - Supervisor

Immunization Training Support Specialist

Vaccine Operations Administrator

Onboarding Specialist - Immunization Information System

Data Quality Analyst - Immunization Information System

Data Quality Specialist - Immunization Information System

Data Quality Specialist Supervisor - Immunization Information System

Immunization Information System Helpdesk Support Specialist

Quality Assurance Coordinator - Remote Vaccination Clinics

Quality Assurance Coordinator - Fixed Vaccination Clinics

Equity Vaccination Initiative Supervisor

Equity Vaccination Clinics Coordinator - General

Equity Vaccination Clinics - Booster



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Exhibit B-1 - Job Descriptions

POSITION TITLE: Call Center Agent

SCOPE OF WORK: Responsible for handling inbound and outbound phone calls from the public with questions related to the COVID-19 pandemic and documenting information in an electronic system. These positions report to the General Call Center Supervisor.

ACCOUNTABILITIES:

- Receive inbound phone calls from the public any aspect of the state's response to the COVID-19 pandemic and document the call in an electronic system.
- Provides information to callers using scripts and other materials provided by the state.
- Initiate outbound phone call as needed to follow-up with callers.
- Directs callers to other call centers or email addresses as appropriate to their situation.
- Maintains privacy and confidentiality of all information according to federal and state laws and DHHS policies and procedures.
- Displays positive and professional attitude when handling all calls.
- Other duties as assigned.

MINIMUM QUALIFICATIONS:

Education: Associate's degree preferred. Each additional year of relevant work history may be substituted for one year of education.

Experience: Two years' experience working in a system that requires critical thinking skills, data entry skills, effective time management. Experience in a customer services/relations setting preferred.

Each additional year of approved formal education may be substituted for 1 year of required experience.

LICENSE/CERTIFICATION: Valid driver's license and/or access to transportation for use in statewide travel.

POSITION TITLE: Call Center Supervisor

SCOPE OF WORK: Responsible for managing a team of call center agents at the General Call Center for COVID-19. Supervisor will oversee call center agents with all incoming calls.



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ACCOUNTABILITIES:

- Manage team of call agents handling inbound phone calls from the public related to any aspect of the state's response to the COVID-19 pandemic.
- Supervises call center operations, including integrating the development of program policies, goals and objectives, and monitoring the delivery of services.
- Assist with handling calls as needed during peak call times.
- Conduct orientation and ongoing training for new call center staff.
- Evaluates employee's performance and identifies and addresses any performance issues.
- Coordinate with other supervisors to schedule call center agents.
- Collaborates with internal and external partners to ensure coordination and improve delivery of services.
- Maintains privacy and confidentiality of all information according to federal and state laws and DHHS policies and procedures.
- Displays positive and professional attitude when handling all calls.
- Other duties as assigned.

MINIMUM QUALIFICATIONS:

Education: Bachelor degree from a recognized college or university. Each additional year of relevant work history may be substituted for one year of education.

Experience: Two years of experience working in a customer service call center or in a health or human services setting. Each additional year of approved formal education may be substituted for 1 year of required experience.

Experience must demonstrate critical thinking skills, effective time management, and the ability to work with the public.

LICENSE/CERTIFICATION: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS:

Degree in social work, psychology, education, human services, sociology, behavioral science, nursing or related health sciences preferred.

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Exhibit B-1 - Job Descriptions

POSITION TITLE: Vaccine Shipping Clerk

SCOPE OF WORK: Manages vaccine and pharmaceuticals kept at DPHS for disease prevention. Distributes to small, rural providers, tracks inventory, and maintains cold chain in the depot and packs for distribution. Maintains packing slip data to insure vaccine providers have received regular shipments of federal and state supplied vaccines.

ACCOUNTABILITIES:

- Receives stores, picks and packages vaccines and pandemic influenza vaccine as determined by need and transportation schedule in accordance with CDC specified shipping guidelines. Maintains proper storage of vaccines to assure minimum waste.
- Records vaccine shipments as required by protocol and policy. Prepares vaccine order forms and labels to assure proper shipment of vaccine to correct destination.
- Monitors vaccine provider orders placed into VACMAN by vaccine distribution team then audits against packing slips sent in to NH Immunization Program by provider offices. Maintains contact with provider until packing slip received.
- Maintains an inventory of print education material that is sent to health educators, schools, vaccine providers and hospitals when ordered.
- Supervises Emergency Service Unit ESU or other personnel designated to distribute countermeasures from the depot.

MINIMUM QUALIFICATIONS:

Education: Graduation from high school, GED, or its equivalent, with some courses in business or bookkeeping. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years' experience in inventory control or stock record keeping, one year of which shall have been in a supervisory/monitoring capacity.

License/Certification: Valid driver's license, if necessary for travel throughout the State.

SPECIAL REQUIREMENTS: Availability to work nights and weekends as scheduled. Proficient in office software applications.

PREFERRED QUALIFICATIONS:

- Exceptional organization and planning skills

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- Completion of National Incident Management System and Incident Command System training
- Ability to communicate effectively orally and in writing to individuals and groups
- Ability to establish and maintain effective working relationships with medical, other professional and administrative officials, governmental officials and the public during periods of high stress.

POSITION TITLE: Vaccine Education and Training Supervisor

SCOPE OF WORK: Supervises administrative and programmatic activities focused on the COVID-19 vaccine education and training. Assures all education and training materials are consistent with state and federal policies, protocols, and procedures. Supervises staff to develop and implement state-wide education and training programs for public health and health care providers; state and local partners and the public.

ACCOUNTABILITIES

- Participates in setting of program and operational priorities, policies, procedures and guidance for the development of on-demand e-learning programs, live training and education presentations, and other educational modalities for vaccine stakeholders throughout the state. E-learning programs utilize Articulate 360 software and are offered via CDC's TRAIN platform.
- Coordinates with the Education Branch Lead in project planning and coordinating online e-learning, education and training activities.
- Supervises staff conducting education and training programs as well as supporting activities, such as developing training schedules, maintaining a database of scheduled trainings and registered participants, and applying for Credited Educational Branch (CEU).
- Reviews and interprets data from training and education program evaluations for use in developing program strategies to improve programs.
- Supervises Education Branch staff and serves as Deputy Branch Director.
- Serves as subject-matter expert on all aspects related to training and education programs.
- Coordinates with the Education Branch Director to identify and implement quality improvement measures.



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- Prepares reports for the Education Branch Director and Vaccine Operations Section Chief.

MINIMUM QUALIFICATIONS:

Education: Master's degree (preferred) from a recognized college or university with major study in health administration, public health, or other allied health or human services field. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Four years' experience in a public health, health care or social service agency planning, implementing and evaluating services for vulnerable populations. At least two years shall be in a supervisory position. Each additional year of experience may be substituted for one year of required education.

License/Certification: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS:

- Must have experience using Articulate/Storyline 360 to develop training programs.
- Knowledge in program development, planning, evaluation and quality assurance/improvement.
- Flexibility; comfort with a fast-paced work environment and rapidly evolving program needs.
- Ability to multi-task.
- Ability to communicate clearly and concisely both in oral and written form.

POSITION TITLE: Immunization Training Support Specialist

SCOPE OF WORK: Performs paraprofessional duties assisting the New Hampshire Immunization Section and the Bureau of Infectious Disease Control (BIDC) in developing and implementing state-wide education and training materials, activities, and capacity building related to the COVID-19 response and other immunization program-related duties.

ACCOUNTABILITIES

- Provides program guidance and assistance to the NH Immunization Program (NHIP) surrounding capacity building for the Education and Training team in the development of Public Health, on-demand e-learning programs, live training presentations, and other

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educational modalities for presenting training content for vaccine stakeholders throughout the state.

- Assists the NHIP Education and Training Team Lead in planning, developing and coordinating online e-learning, education and training activities for the NHIP COVID-19 Vaccine Planning Unit.
- Assists in conducting informational and operational training with teams leads as well as program staff including developing e-learning materials, tools, schedules and maintains a database of scheduled trainings and registered participants, confirming participation and issuing Credited Educational Unit (CEU) certificates where applicable, using the Articulate 360 and the CDC's TRAIN platforms.
- Compiles and prepares New Hampshire Immunization Section-specific programmatic content and materials including: Articulate e-learning templates, course content, training videos, voice narration, reference documents, and other related files for use by superior and Section staff in the development of On-demand E-learning and live training presentations..
- Assists the New Hampshire Immunization Section in the structural development of NHIP Education & Training operational policies and procedures. Maintains and updates policies as appropriate per direction of superiors.
- Presents information to stakeholders throughout the state, such as hospitals, clinics, providers, ancillary staff, COVID-response staff, and others, clarifying New Hampshire Immunization Section certification policies in different training modalities, including vaccine ordering, storage and handling procedures and standard operating procedures for emergency preparedness.
- Recommends policy or procedural changes or alternative work methods to improve the flow of work in the Immunization Section and Bureau of Infectious Disease Control related to Education & Training.

MINIMUM QUALIFICATIONS

Education: Associate's degree from a recognized college or technical institute with major study in business administration, accounting, or public health. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Three years of experience in business administration, accounting or public health, with responsibility for providing program information to others. Each additional year of approved work experience may be substituted for one year of required formal education.



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LICENSURE/CERTIFICATION: None required

SPECIAL REQUIREMENTS

Specific degree and experience requirements must be tailored to meet documented recruitment needs of the agency or department. All specific minimum qualifications must be stated on the supplemental job description and approved by the Division of Personnel prior to posting at the agency level.

For appointment consideration, Program Assistant II applicants must successfully participate in a structured interview measuring possession of knowledge, skills and abilities identified as necessary for satisfactory job performance by this class specification. The structured interview is developed and administered, according to Division of Personnel guidelines, by representatives of the state agency in which the vacancy exists.

POSITION TITLE: Vaccine Operations Administrator

SCOPE OF WORK: Under the direction of the Immunization Section Chief, the Vaccine Operations Administrator provides strategic leadership, administrative and programmatic supervision to vaccine operational areas within the Immunization Section.

ACCOUNTABILITIES

- Manages and oversees immunization program operations related to communications, emergency preparedness, and public health response, integrating the strategic development of program policies, goals and objectives, and monitoring the delivery of services.
- Supervises a variety of professional staff and promotes staff development with responsibility for hiring, performance evaluations, training, and disciplinary action.
- Evaluates initiatives in grant management, communication, sub recipient awardees and budget analysis to assure program effectiveness, cost effectiveness, appropriate staff utilization. Recommends effective changes to assure strong external partnerships, accountability during times of vaccine preventable outbreaks, and improve vaccination and emergency preparedness strategies to protect the public.
- Oversees and monitors contractual relationships between the Immunization Section and organizations completing work on behalf of the Immunization Section.
- Evaluates program narratives and financial reports, including federal grant application and reports. Oversees the creation of budget reports and analysis tools to coincide with Immunization Section goals as designated by the Immunization Section Chief.



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- Directs the development of quality assurance standards and criteria for public health programs.
- Develops broad agency standards to assure compliance with regulations, and monitors quality of direct services provided by state vendors. Oversees the collection of grant management components, ensures that information is accurate and complete.
- Participates in emergency preparedness planning and remains available to support the department as needed during vaccine-preventable disease outbreaks or related emergencies. Ensures availability to support the Department as needed in the event of a public health incident.
- In the event of a public health incident, serves in a leadership role as a part of a larger incident command structure (Vaccine Operations Chief or similarly assigned role). Responsible for implementing public health strategy for the Immunization Section. Works with subject matter experts to create efficient, cost-effective strategies to meet the needs of the outbreak.
- Serves as subject-matter expert for internal public health response related to vaccine-preventable diseases. Provides public health expertise and direct consultation services to health agencies and organizations.
- Depends on needs of the agency and subject matter expertise, may be called upon to support other program areas within public health.

MINIMUM QUALIFICATIONS

Education: Bachelor's degree from a recognized college or university with major study in health administration, public health, nursing, social or physical sciences, psychology, or other allied health field. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Six years' experience in a public health or social service agency providing strategic planning, consultation or direct services with at least two years in a supervisory capacity, one year of which shall be in a health related setting.

License/Certification: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS: Knowledge in health data analysis, program development, planning and evaluation, quality control, and computer applications is preferred.

SPECIAL REQUIREMENTS:



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Must be able to work extended hours outside of normal business hours during a public health incident. Must be willing to take all relevant Incident Command Structure training.

POSITION TITLE: Onboarding Specialist - Immunization Information System

SCOPE OF WORK: Coordinates the onboarding and merging of electronic health records into an Immunization Information System (IIS) between clinical and technical teams. Provides technical support to the NH Immunization Program including monitoring system functionality, testing information exchange, providing training, and recommending technical and procedural solutions to improve operations.

ACCOUNTABILITIES:

- Monitors and evaluates NH's IIS functionality to ensure the system runs without interruptions for all users. Provides leadership and coordination to IIS Onboarding/Interoperability to meet NHIP goals. Assists with and performs analysis of NHIS onboarding process. Identifies and resolves issues during the onboarding process with provider-staff.
- Provides user training on the IIS and assists with the preparation of training material for users and production control staff. Provides user training in use of NHIS to ensure proper performance. Compiles user documentation to support user training and implementation of the system to healthcare providers. Works with various levels of users (e.g., IT technical staff, EHR/EMR vendors, healthcare provider office staff, etc.) demonstrating and explaining the various functionality within NHIS. Works with healthcare providers and staff to setup interfaces to allow the flow of immunization data into NHIS. Provides backup to creating online training and evaluation for NHIS modules.
- Tests organization and vendor computer systems, including upgraded software and associated utilities. Prepares onboarding technical support of unidirectional and bi-directional web-based immunization information exchange for IIS partners. Coordinates with healthcare IT staff to facilitate testing the transport of message format, content and functionality. Coordinates transition to production data submission.
- Develops procedures to improve onboarding process, system impact and performance. Compiles standardized procedures for HL7 data import and approval, reviews response files and advises partners on error handling. Collaborates with jurisdictional Public Health Informatics Initiatives regarding Meaningful Use and Health Information Exchange (HIE) activities. Ensures alignment with all relevant national IIS and health information



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exchange standards for messaging format, content, and transport functions. Develop and maintain Standard Operating Procedures (SOPs) and data exchange specifications.

- Performs diagnostic troubleshooting of operating systems' problems as they relate to end user applications. Serves as point of contact for any site transitioning to HL7 data exchange, for partners, data sources and vendors. Collaborates with IIS vendors regarding security certificate management, web-services functionality, and documentation.
- Resolves systems problems and issues as they occur. Analyzes existing procedures for monitoring data to identify inefficiencies and recommends effective changes within the system. Develops and prepares reports listing data errors from healthcare providers. Alerts program staff to errors for resolution. Assists in answering questions from healthcare providers using the NHIIS Helpline or NHIIS email box.
- Represents the State of New Hampshire Immunization Program as an IIS team member at national meetings and conferences.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

Education: Master's degree from a recognized college or university with at least 15 credit hours in the field of public health or computer science. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Three years' experience as a Public health data analyst or computer programmer or systems analyst associated with computer systems similar to the recruiting agency. Each additional year of approved work experience may be substituted for one year of required formal education.

LICENSE/CERTIFICATION: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS:

- Knowledge of relevant IIS standards, including HL7 2.x and SOAP/Web Services. Knowledge of IIS best practice documentation developed by the modeling of Immunization Registry Operations Workgroup (MIROW). Knowledge of national initiatives such as Meaningful Use, and their impact on IIS and health information exchange.
- Knowledge of principles of work organization and simplification. Knowledge of relevant software and computer query and reporting tools, such as SQL, Crystal Reports, Business

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Objects or Excel to run report. Knowledge of electronic data transfer methods. Knowledge of relevant software such as MySQL, MS SQL, Excel and Word.

- Skill in managing a high-volume of incoming calls and requests from diverse stakeholders and populations.
- Ability to solve complex issues requiring coordination, technical ability and knowledge of computer and information systems to evaluate alternatives.
- Ability to communicate effectively orally and in writing to individuals and groups.
- Ability to establish and maintain effective working relationships with medical, other professional and administrative officials, governmental officials and the public

SPECIAL REQUIREMENT: Availability to respond to emergencies on nights and weekends as needed.

POSITION TITLE: Data Quality Analyst - Immunization Information System

SCOPE OF WORK: Under the guidance and supervision of the New Hampshire Immunization Information System (IIS) program manager, responsible for working with Immunization Program staff, the Department of Information Technology (DoIT), and vendors to perform technical tasks associated with onboarding to unidirectional and bidirectional web-based immunization information exchange. Responsibilities includes the development and implementation of goals and objectives leading to user acceptance testing, maintaining system code sets and forecasting algorithms, overseeing and coordinating IIS IT operations as well as managing database configurations.

ACCOUNTABILITIES:

- Serves as the Data Quality Analyst responsible for working with COVID-19 response staff, Immunization Program staff, the Department of Information Technology (DoIT), and vendors to perform the technical tasks associated with onboarding to unidirectional and bidirectional web-based Immunization information exchange.
- Develops data reports by creating SQL queries to obtain metrics and to identify potential efficiencies that can be achieved through use or modification of the NHIS and Vaccine Management System.
- Develops formal lines of communication between agency personnel, including providing information, instructions, and directives in order to attain cooperation and fulfill agency

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objectives.

- Develops or updates relevant user manuals and training materials for NHIS.
- Performs implementation and troubleshooting the NHIS and VTrckS systems to detect and ensure compatibility of end users from NHIS to VTrckS; investigates system problems and recommends system and operational changes based on technical and program problem-solving support and assistance to end-users.
- Assists with efforts to standardize procedures for HL7 interfaces; approves and reviews response files and advises partners on error handling.
- Performs Help Desk service support for NHIS COVID 19 vaccine providers/users, provides training and technical assistance to health care providers, school nurses and other community partners that seek technical and program support; escalates appropriate technical questions and issues to the vendor as necessary.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

Education: Associate's degree or Bachelor's degree from a recognized college or technical school, or two years of college with a major study in public health, computer science, or a related degree field, with at least fifteen (15) credit hours in the field of computer science or public health. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years' of experience as a Public health data analyst or computer programmer or systems analyst associated with computer systems similar to the recruiting agency. Each additional year of approved work experience may be substituted for one year of required formal education.

LICENSE/CERTIFICATION: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS: Knowledge of the principles of systematic problem-solving and the fundamentals of information processing. Ability to reduce problems to basic detail. Ability to establish and maintain effective working relationships with associates and personnel in other agencies. Excellent communication skills: written and oral, to include skill in applying effective communication and group dynamic strategies in interactions with individuals and groups; effectively communicating the capabilities and limitations of information systems; managing a high-volume of incoming calls and requests from diverse stakeholders and populations;



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collaborating with a wide range of internal and external stakeholders including policy makers, health care and social services, end users, agency leaders, and the community. Extensive experience with database technologies (MySQL, MS SQL)

SPECIAL REQUIREMENT: Availability to respond to emergencies on nights and weekends as needed.

POSITION TITLE: Data Quality Specialist - Immunization Information System

SCOPE OF WORK: Under the guidance and supervision of the New Hampshire Immunization Information System (IIS) program manager, responsible for reviewing and correcting data contained within the NHIS.

ACCOUNTABILITIES:

- Analyzes and reviews NHIS data to identify and correct potential data quality issues. Seeks out alternate data sources to confirm information and enters corrected data accurately in the NHIS.
- Performs Help Desk service support for NHIS COVID 19 vaccine providers/users, provides training and technical assistance to health care providers, school nurses and other community partners that seek technical and program support; escalates appropriate technical questions and issues to NHIS program staff as necessary.
- Reviews data reports and metrics to identify potential efficiencies that can be achieved through use or modification of the NHIS.
- Develops or updates relevant user manuals and training materials for NHIS.
- Assists with efforts to standardize procedures for NHIS data quality; reviews data files and advises partners on error handling.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

Education: Associate's degree or Bachelor's degree from a recognized college or technical school, or two years of college. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years' of professional experience that involved working with data systems. Each additional year of approved work experience may be substituted for one year of required



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formal education.

LICENSE/CERTIFICATION: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS: Excellent attention to detail and accuracy in data entry. Prior quality improvement experience. Knowledge of the principles of systematic problem-solving and the fundamentals of information processing. Excellent communication skills: written and oral, to include skill in applying effective communication and group dynamic strategies in interactions with individuals and groups; effectively communicating the capabilities and limitations of information systems; managing a high-volume of incoming calls and requests from diverse stakeholders and populations.

SPECIAL REQUIREMENT: Availability to respond to emergencies on nights and weekends as needed.

POSITION TITLE: Data Quality Supervisor - Immunization Information System

SCOPE OF WORK: Under the guidance and supervision of the New Hampshire Immunization Information System (IIS) program manager, responsible for delegating and monitoring progress of data quality projects assigned to a team of data quality specialists. Also tasked with reviewing and correcting data contained within the NHIIS or other applicable platforms requiring supervisor review and processing.

ACCOUNTABILITIES:

- Delegates and monitors team(s) of data quality specialists tasked with analyzing and reviewing NHIIS data to identify and correct potential data quality discrepancies. Assists in identifying alternative data sources to confirm information and enters corrected data accurately in the NHIIS.
- Supervises data quality specialists tasked with performing Help Desk service support for NHIIS COVID 19 vaccine providers/users.
- Assists NHIIS leadership with the development and implementation of training and technical assistance to health care providers, school nurses and other community partners that seek technical and program support.
- Serves as the first point of escalation for technical questions and issues related to NHIIS programs.

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- Reviews data reports and metrics to identify potential efficiencies that can be achieved through use or modification of the NHIS.
- Develops updates to relevant user manuals and training materials for NHIS and conducts training for subordinate staff.
- Assists with efforts to standardize procedures for NHIS data quality; reviews data files and advises partners on error handling.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

Education: Associate's degree or Bachelor's degree from a recognized college or technical school, or two years of college with a major study in public health, data sciences, healthcare administration, or other related field of study. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years' of professional experience that involved working with data systems. Each additional year of approved work experience may be substituted for one year of required formal education.

LICENSE/CERTIFICATION: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS: Excellent attention to detail and accuracy in data entry. Prior quality improvement experience. Knowledge of the principles of systematic problem-solving and the fundamentals of information processing. Excellent communication skills: written and oral, to include skill in applying effective communication and group dynamic strategies in interactions with individuals and groups; effectively communicating the capabilities and limitations of information systems; managing a high-volume of incoming calls and requests from diverse stakeholders and populations.

SPECIAL REQUIREMENT: Availability to respond to emergencies on nights and weekends as needed.

POSITION TITLE: Immunization Information System Helpdesk Support Specialist

SCOPE OF WORK: To provide technical and program support to the New Hampshire immunization Information System (NHIS) COVID 19 vaccine partners that are onboarding to unidirectional and bidirectional web-based immunization information exchange. To analyze and evaluate operating



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system procedures, resolve system problems, and develop training for end users of NHIS to ensure interoperability with electronic medical records used throughout the State. To ensure alignment with all relevant national IS and health information exchange standards for messaging format, content, and transport functions.

ACCOUNTABILITIES

- Performs implementation and troubleshooting the NHIS and VTrckS systems to detect and ensure compatibility of end users from NHIS to VTrckS; Investigates system problems and recommends system and operational changes based on technical and program problem-solving support and assistance to end-users.
- Assists with efforts to standardize procedures for flat file data import; approves and reviews response files and advises partners on error handling.
- Performs Help Desk service support for NHIS COVID 19 vaccine providers/users, provides training and technical assistance to health care providers, school nurses and other community partners that seek technical and program support; escalates appropriate technical questions and issues to the vendor as necessary.
- Prepares materials/information and develops training for programs and systems in order to support COVID 19 vaccine providers/end users; analyzes and evaluates training materials and updates information as necessary.
- Performs preliminary testing of NHIS updates to ensure desired quality and end user functionality. Coordinates the installation of computer hardware and software and conducts testing to assure system is operating properly.

MINIMUM QUALIFICATIONS

EDUCATION: Associate's degree from a recognized college or technical school, or two years of college with a major study in public health, computer science, or a related degree field, with at least fifteen (15) credit hours in the field of computer science or public health. Each additional year of approved formal education may be substituted for one year of required work experience

EXPERIENCE: Two to Three years' experience associated with the use and maintenance of computers and application software, with responsibility for analyzing, troubleshooting, testing and installing system and application software for computer equipment. Each additional year of approved work experience may be substituted for one year of required formal education.

LICENSE/CERTIFICATION: Eligibility for New Hampshire's driver's license for travel throughout the state, when necessary.



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PREFERRED QUALIFICATIONS:

- Knowledge of the principles of systematic problem-solving and the fundamentals of information processing. Ability to reduce problems to basic detail.
- Ability to establish and maintain effective working relationships with associates and personnel in other agencies.
- Excellent communication skills: written and oral, to include skill in applying effective communication and group dynamic strategies in interactions with individuals and groups; effectively communicating the capabilities and limitations of information systems; managing a high-volume of incoming calls and requests from diverse stakeholders and populations; collaborating with a wide range of internal and external stakeholders including policy makers, health care and social services, end users, agency leaders, and the community. (May be asked to provide a writing sample)
- Must be willing to maintain appearance appropriate to assigned duties and responsibilities, as determined by the agency appointing authority.

POSITION TITLE: Quality Assurance Coordinator – Remote Vaccination Clinics

SCOPE OF WORK: Coordinates administrative and programmatic activities focused on evaluating, analyzing, and improving strategies to assure compliance with state and federal policies, protocols, and procedures to improve clinic operations and the administration of vaccine to individuals.

ACCOUNTABILITIES:

- Coordinates public health program quality assurance components for Mobile Clinic Branch to include the development of and implementation of integrated program policies, protocols, and procedures to improve the delivery of vaccination services across state sponsored fixed and mobile clinics.
- Utilizes data to evaluate existing program operations, policies, protocols, procedures and systems to assure program effectiveness, and recommend effective changes to improve clinic operations.
- Monitors the delivery of services, including those conducted by DHHs contractors for the delivery of vaccination services and clinic-based activities; ensures quality assurance program components are well defined and align with federal and state outcome requirements.



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- Collects, analyzes, reviews, and interprets data from remote clinics for use in developing program strategies to improve clinic operations, including safe administration of vaccines and improve vaccination rates. Analyzes data by Regional Public Health Network and municipalities to report back to partners and inform them of their vaccine metrics.
- Directs the development of vaccination quality assurance standards and criteria for remote clinics at mobile van and other equity clinics.
- Serves as subject-matter expert on quality assurance and improvement for remote vaccination clinics. Provides public health expertise and direct consultation services to DHHS staff and contractors.
- Coordinates with the Remote Clinic Coordinator to identify and implement quality improvement measures.
- Prepares reports for the Mobile Clinic Coordinator and Branch Director under the guidance of Data Analyst. Includes weekly reporting for vaccine equity clinics, the mobile vaccination van, media requests, and others.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in health administration, public health, nursing, or other allied health or human services field. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years' experience in a public health, health care or social service agency planning, implementing services for vulnerable populations. Each additional year of experience may be substituted for one year of required education.

License/Certification: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS:

- Knowledge in health data analysis, program development, planning, evaluation and quality assurance/improvement
- Flexibility; comfort with a fast-paced work environment and rapidly evolving program needs
- Ability to multi-task

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- Ability to communicate clearly and concisely both in oral and written form
- Advanced proficiency in Excel

POSITION TITLE: Quality Assurance Coordinator – Fixed Vaccination Clinics

SCOPE OF WORK: Coordinates administrative and programmatic activities focused on evaluating, analyzing, and improving strategies to assure compliance with state and federal policies, protocols, and procedures to improve clinic operations and the administration of vaccine to individuals. Develops and provides training to clinic staff to improve operations.

ACCOUNTABILITIES:

- Coordinates public health program quality assurance components for COVID-19 Coordinating Office (CCO) to include the development of and implementation of integrated program policies, protocols, and procedures to improve the delivery of clinical services at state sponsored fixed vaccination sites.
- Evaluates existing program operations, policies, protocols, procedures and systems to assure program effectiveness, and recommend effective changes to improve clinical operations.
- Monitors the delivery of vaccination services, ensures quality assurance program components are well defined and align with federal and state outcome requirements. Collects, analyzes, reviews, and interprets data from fixed sites for use in developing program strategies to improve clinical operations, including safe administration of vaccines and improve vaccination rates.
- Directs the development of vaccination quality assurance standards and criteria for fixed sites.
- Serves as clinical subject-matter expert for quality assurance and improvement at fixed site vaccination clinics.
- Coordinates with the Remote Clinic Quality Assurance Coordinator to identify common areas for improvement and implement consistent quality improvement measures when appropriate.
- Develops and administers competency and return-demonstration based clinical education programs as it relates to the collection of COVID-19 tests and the administration of COVID-19 vaccinations.



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- Implements a training record retention and management program to ensure compliance with record keeping requirements.
- Identifies staff in need of remedial training, implements remedial training, and documents accordingly.
- Oversees new staff orientation and initial training in addition to their ongoing training needs.
- Demonstrates specialized clinical techniques and education to professional/nonprofessional staff in order to relay specialty knowledge and skillsets.
- Prepares reports for the COVID-19 Coordinating Office Director.

MINIMUM QUALIFICATIONS:

Education: Master's degree from a recognized college or university with major study in health administration, public health, nursing, or other allied health field. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Four years' experience in a public health, health care or social service agency providing planning, consultation, infection prevention, or quality improvement services. Each additional year of approved work experience may be substituted for one year of required formal education.

License/Certification: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS:

- Medical professional (RN, advanced EMT or higher)
- Knowledge in health data analysis, program development, planning, evaluation and quality assurance/improvement.
- Flexibility; comfort with a fast-paced work environment and rapidly evolving program needs.
- Ability to multi-task.
- Ability to communicate clearly and concisely both in oral and written form.

POSITION TITLE: Supervisor – Equity Vaccination Initiative



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SCOPE OF WORK: Supervises administrative and programmatic activities to implement the COVID-19 Equity Vaccination Initiative to improve outreach and other services to increase opportunities for vaccination among disproportionately impacted and highly vulnerable populations.

ACCOUNTABILITIES:

- Supervises all aspects of the Equity Vaccination Initiative to include the development and implementation of integrated program policies, protocols, and procedures to increase the number of disproportionately impacted and highly vulnerable individuals vaccinated.
- Evaluates existing program operations, policies, protocols, procedures and systems to identify program strengths and areas for improvement.
- Monitors the delivery of services, including those conducted by DHHS contractors for the delivery of all programmatic services based on the New Hampshire Equity Vaccine Allocation Plan.
- Reviews and interprets data from equity vaccination clinics for use in developing program strategies to improve clinic outreach, operations, including cultural competency to improve clinic operations.
- Supervises Equity Branch staff and serves as Deputy Branch Director.
- Serves as subject-matter expert on all aspects related to the Equity Vaccine Allocation Plan. Provides public health expertise and direct consultation services to DHHS staff and contractors.
- Coordinates with the Equity Clinic Coordinator to identify and implement quality improvement measures.
- Assists to identify training needs among Equity Clinic supervisors and staff, including both DHHS staff and contractors, and coordinates with the Education Branch Director to have trainings developed and implemented.
- Prepares reports for the Equity Clinic Branch Director and Vaccine Operations Section Chief.
- Must have ability to work variable schedule, with evening meetings with community based partners.

MINIMUM QUALIFICATIONS:

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Education: Bachelor's degree from a recognized college or university with major study in health administration, public health, nursing, or other allied health or human services field. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years' experience in a public health, health care or social service agency planning, implementing services for vulnerable populations. Each additional year of experience may be substituted for one year of required education.

License/Certification: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS:

- Expertise in health equity
- Knowledge in program development, planning, evaluation and quality assurance/improvement
- Flexibility; comfort with a fast-paced work environment and rapidly evolving program needs
- Ability to multi-task
- Ability to communicate clearly and concisely both in oral and written form
- Ability to speak language(s) other than English is desirable

POSITION TITLE: Equity Vaccination Clinics Coordinator - General

SCOPE OF WORK: Coordinates administrative and programmatic activities focused on the operations of vaccination clinics to assure compliance with state and federal policies, protocols, and procedures to improve clinic operations and the administration of vaccine to vulnerable individuals.

ACCOUNTABILITIES:

- Coordinates all aspects of remote vaccination clinics to include the development and implementation of integrated program policies, protocols, and procedures to improve the delivery of vaccination services at clinics serving vulnerable populations.
- Reviews existing program operations, policies, protocols, procedures and systems to identify program strengths and areas for improvement.



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- Coordinates with Regional Public Health Networks and other community-based agencies, sponsoring clinics for vulnerable populations to support implementation of vaccination clinics to meet local and regional priorities.
- Monitors vaccination clinics, including those conducted by DHHS contractors, and reports observations to clinic coordinators and DHHS staff involved in clinic oversight and quality improvement.
- Assists to identify training needs among Equity Clinic managers and staff, including both DHHS staff and contractors, and coordinates with the Equity Initiative Supervisor and Education Branch Director to have trainings developed and implemented.
- Prepares reports for the Equity Initiative Supervisor and Branch Chief.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in health administration, public health, nursing, or other allied health or human services field. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years' experience in a public health, health care or social service agency planning, implementing services for vulnerable populations. Each additional year of experience may be substituted for one year of required education.

License/Certification: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS:

- Knowledge in program development, planning, and implementation.
- Experience in logistics, operations, and coordination
- Highly organized, detail oriented, and strong time management skills
- Flexibility; comfort with fast-paced work and rapidly evolving program needs
- Ability to multi-task, manage multiple requests, and prioritize in a timely manner
- Ability to communicate clearly and concisely both in oral and written form.
- Advanced proficiency in Excel for tracking, scheduling, and documenting clinic outcomes



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POSITION TITLE: Equity Vaccination Clinics Coordinator - Boosters

SCOPE OF WORK: Coordinates administrative and programmatic activities focused on the operations of vaccination clinics to assure compliance with state and federal policies, protocols, and procedures to improve clinic operations and the administration of vaccine to vulnerable individuals.

ACCOUNTABILITIES:

- Coordinates all aspects of booster vaccination clinics to include the development and implementation of integrated program policies, protocols, and procedures to improve the delivery of vaccination services at clinics serving vulnerable populations.
- Reviews existing program operations, policies, protocols, procedures and systems to identify program strengths and areas for improvement.
- Coordinates with Regional Public Health Networks and other community-based agencies sponsoring clinics for vulnerable populations to support implementation of booster vaccination clinics to meet local and regional priorities.
- Monitors booster vaccination clinics, including those conducted by DHHS contractors, and reports observations to clinic coordinators and DHHS staff involved in clinic oversight and quality improvement.
- Assists to identify training needs among Equity Clinic managers and staff, including both DHHS staff and contractors, and coordinates with the Equity Initiative Supervisor and Education Branch Director to have trainings developed and implemented.
- Prepares reports for the Equity Initiative Supervisor and Branch Chief.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in health administration, public health, nursing, or other allied health or human services field. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Two years' experience in a public health, health care or social service agency planning, implementing services for vulnerable populations. Each additional year of experience may be substituted for one year of required education.

License/Certification: Valid driver's license and/or access to transportation for use in statewide travel.

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PREFERRED QUALIFICATIONS:

- Knowledge in program development, planning, and implementation.
- Experience in logistics, operations, and coordination
- Highly organized, detail oriented, and strong time management skills
- Flexibility; comfort with fast-paced work and rapidly evolving program needs.
- Ability to multi-task, manage multiple requests, and prioritize in a timely manner
- Ability to communicate clearly and concisely both in oral and written form.
- Advanced proficiency in Excel for tracking, scheduling, and documenting clinic outcomes

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Bureau of Emergency Preparedness, Response, and Recovery

SASS & LTCF COVID-19 Testing Project Coordinator

Logistics Specialist

Regional Public Health Network Coordinator

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**Position Title: Safer at School Screening Program (SASS) & Long Term Care Facility (LTCF)
COVID-19 Testing Project Coordinator**

SCOPE OF WORK: Under direct supervision of the Bureau Chief for Emergency Preparedness, Response, and Recovery, evaluates work procedures and plans the development and modification of data, policies, and procedures for the Safer at School Screening Program and the Long Term Care Facility (LTCF) Covid-19 testing program.

ACCOUNTABILITIES:

- Evaluates ongoing program operations, policies, protocols, and procedures to identify program strengths and areas for improvement within the SASS program (schools and overnight camp programs) and the LTCF Covid-19 testing program.
- Coordinates the receipt of required program data from vendors and applicable contractors.
- Enters required data into relevant online systems to meet federal program reporting requirements, which may include program participation and testing data, performance metrics, and financial data (in coordination with relevant DHHS Finance staff).
- Works with program vendors and other relevant stakeholders to resolve service delivery issues.
- Partners with the DHHS Emergency Warehouse operations team regarding delivery of materials to participating entities, specifically BinaxNOW test kits.
- Reviews program expenses, including requests for reimbursement and payment from participating vendors and entities (e.g. camps, laboratories, and LTCF agencies).
- Coordinates with vendors, participating schools, and LTCF agencies to identify and implement quality improvement measures.
- Supports issue resolution between vendors and the DHHS Contracts Unit.
- Reviews, modifies, and implements policies and procedures for program operations.
- Initiates, assembles, and presents materials for use in the development of improved program objectives in conjunction with government agencies and other officials.
- Analyzes statistical and fiscal reports to ensure compliance with reporting requirements.
- Plans and monitors program activities, clarifying information to ensure uniformity and adherence to policies and procedures.



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- Evaluates the development and implementation of operating procedures of new policy and payment systems and monitors services and costs.
- Reviews and presents program status reports and other information reports for use by administrators in decision-making.
- Cooperates with state and federal officials to meet regulations governing agency programs.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or university with major study in a field relevant to the program area in which position is assigned.

Experience: Five years' professional experience in a field or occupation relevant to the program area in which position is assigned, with responsibilities in program research, planning, monitoring, and evaluation. Each additional year of approved work experience may be substituted for one year of required formal education.

LICENSE/CERTIFICATION: Must possess a valid New Hampshire driver's license appropriate for potential in-state travel.

Preferred Qualifications:

- Master's degree from a recognized college or university
- Exceptional organization and planning skills
- Ability to communicate effectively orally and in writing to individuals and groups
- Ability to establish and maintain effective working relationships with medical, other professional and administrative officials, and governmental officials

POSITION TITLE: Logistics Specialist

SCOPE OF WORK: Under the guidance of the Logistics Coordinator and Operations Administrator, the logistics specialist will work with the Bureau of Emergency Preparedness, Response, and Recovery Bureau supporting logistical tasks including but not limited to, warehouse order picking, vehicle loading/unloading, stock accountability, and inventory control related to DHHS Emergency Warehouse functions.

ACCOUNTABILITIES:

- Checks and maintains inventories of items, including receiving, shipping, unpacking, and



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storing a variety of goods and supplies in proper storage places.

- Maintains and updates inventory control records for warehouse.
- Assembles, packs, quality control check, and transports equipment, supplies anywhere within the State.
- Performs data entry of logistical requests into an inventory management system.
- Makes messenger runs to pick up and deliver materials, supplies, equipment, or mail.
- Operates equipment, under DHHS supervision, to move materials or supplies safely in a warehouse environment once trained and certified to OSHA requirements.
- Fills invoice orders by picking stock from storage areas and transporting to shipping area.
- Perform preventative maintenance inspections on equipment such as trailers, and other equipment after receiving proper training.

MINIMUM QUALIFICATIONS:

Education: High school diploma or high school equivalency credential. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: One year of experience as a storekeeper, stock clerk, in warehousing, operating forklifts or related experience. Each additional year of approved work experience may be substituted for one year of required formal education.

LICENSE/CERTIFICATION: Must possess a valid New Hampshire driver's license appropriate for type of vehicle to be operated, under DHHS supervision, and be willing to successfully complete a defensive driving course during the probationary period.

Preferred Qualifications:

- Working knowledge of warehouse methods and procedures.
- Ability to operate forklifts and trucks.
- Ability to compare quality and quantity of goods with prescribed specifications.
- Ability to maintain stock inventory records.
- Sufficient physical strength to lift and move heavy objects.
- Ability to follow instructions.
- Ability to establish and maintain effective working relationships with other employees.
- Knowledge in the areas of medical supplies, emergency management, and/or logistics.
- Possess CDL-B Driver's license and DOT Medical Card.

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POSITION TITLE: Coordinator Regional Public Health Network Liaison

SCOPE OF WORK: Serves as point of contact for the Regional Public Health Networks (RPHNs). Responsible for facilitating communication, information sharing, and data transfer between the RPHNs and the Division of Public Health Services to allow for consistent planning and operation efforts.

ACCOUNTABILITIES:

- Maintains and/or establishes communication and information flow between the RPHNs and various programs with the Division of Public Health Services including through email, phone calls, and meetings.
- Provides guidance, reference materials, and related documents to support RPHN response and preparedness planning and operations.
- Provides general technical assistance to RPHNs and facilitates connections with resources, and program areas.
- Maintains repository of reference and guidance documents, FAQs, and other relevant items for RPHNs to easily access when needed.
- Participates in work groups and committees, and communicates with appropriate stakeholders, in order to maintain situational awareness and assist with a variety of projects.
- Coordinates planning meetings with RPHNs and key internal and external stakeholders to facilitate peer-to-peer interaction, general collaboration, troubleshooting, and information sharing and allow for consultation with subject matter experts.
- Prepares reports as requested.
- Remains available to support the Department during an emergency response.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree from a recognized college or technical institute with major study in public health, health care, social services or other similar field of study. Each additional year of approved formal education may be substituted for one of required work experience.

Experience: Three years' experience in a public health, health care, social service or other similar setting. Each additional year of experience may be substituted for one year of required education.



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License/Certification: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS:

- Experience and interest in the field of public health.
- Skilled in use of computers (i.e. MS Word, EXCEL, and Outlook).
- Flexibility and comfort with working in a fast-paced work environment in order to respond to rapidly evolving program needs.
- Ability to quickly learn job functions to perform assigned duties with minimal supervision.
- Ability to multi-task and lead a variety of project initiatives.
- Ability to clearly and concisely communicate both in oral and written forms.
- Ability to collaborate with stakeholders and provide outstanding customer service.
- Ability to travel throughout NH.



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Exhibit B-1 - Job Descriptions

Bureau of Public Health Statistics and Informatics

Data Modernization Initiative Lead

Data Modernization Initiative Information Technology Specialist



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POSITION TITLE: Data Modernization Initiative Lead

SCOPE OF WORK: performs as a project manager for Data Modernization Initiative (DMI) work to lead health informatics data modernization efforts and supplement existing staff working on cross-cutting initiatives. Works with a selected vendor on a gap analysis, needs assessment, and workforce development plan. Focus will include NH's Health Data Integration Engine Assessment Initiative, NHEDSS System evaluation for replacement, LIMS move to cloud-based from in-house. The DMI Lead is expected to lead and/or coordinate DMI activities across all diseases and conditions addressed by the health department. It is expected that the DMI Lead will include all offices (e.g. informatics, public health labs, reportable conditions, vital records, and others) impacted by DMI work within the jurisdiction to appropriately select and move forward on modernization strategies in a coordinated and collaborative fashion.

ACCOUNTABILITIES:

- Understands current and future enterprise data needs in the public health system, and applies insights to recommend short and/or long-term goals for data strategy enterprise approach to implementation of modernization activities.
- Leads and coordinates data modernization efforts across all diseases and conditions addressed by in Public Health. Responsible for ensuring a gap analysis, needs assessment and workforce development plan are completed.
- Analyzes existing health information technology systems and procedures, performs business process redesign to improve efficiency of operating situations and coordinates overall implementation.
- Coordinates with Informatics team to conduct a request for proposal for health system and workforce assessment.
- Coordinates with a selected vendor to document workforce, data, and health information system needs and opportunities, including data exchange and information systems supporting epidemiology and laboratory, and identify opportunities for modernization and improved interoperability, including across Public Health programs.
- Identifies workforce capacity, gaps, and opportunities to improve data and health information system modernization, and access the Division's data science capability, and workforce development program, including across health department programs, and details of opportunities and challenges for intra-jurisdictional and inter-state and federal data sharing.

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- Develops a full data modernization plan for IT and informatics infrastructure used to support epidemiology and laboratory work in the jurisdiction that includes forward-looking use of scalable, sustainable shared services and cloud-infrastructure.
- Develops a workforce development plan that includes the methods to fill existing gaps and modernization efforts will be supported, including training, fellows, direct assistance, and technical assistance in addition to contractual and full-time staff.
- Identifies technical resources and provides access to training to improve competencies supporting data and health information system modernization.
- Conducts workforce enhancement activities to support data and health information system modernization aligned with competencies to ensure the Division's workforce has the needed knowledge and skills.
- Proposes a project to expand workforce capability through requests for technical assistance, direct assistance, or shared consultative services between one or more Federal Grant recipients to address identified needs to modernize data and health information systems.
- Generates innovative ideas for data capabilities; delivers tangible proof of concepts working in collaboration with various programs and IT department.
- Develops a deep understanding of each program strategy, business model, operating model, processes and educate functions on data strategy, data capabilities, and technologies. Proposes at least one project that uses shared services or infrastructure to enhance existing or facilitate new data exchange or information system functionality.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

Education: Master's degree from a recognized college or university with at least 15 credit hours in the field of Computer Science, Information Systems or related fields. Each additional year of approved formal education may be substituted for one year of required work experience.

Experience: Seven years' experience in systems analysis, broad-based knowledge of business environments, preferably in a field or occupation related to data management, IT workforce development, three years of which shall have included the direct involvement in health informatics or health data system. Each additional year of approved work experience may be substituted for one year of required formal education.



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LICENSE/CERTIFICATION: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS:

- Ability to plan, direct and coordinate activities to facilitate cooperation of diverse professionals and other interested parties in the delivery of project objectives. Demonstrated understanding of project controls, project management and phases. Ability to analyze and interpret information to make recommended changes in project management policy, planning and budgeting, and the ability to express and communicate ideas clearly to a wide range of individuals including senior managers, legislators, financial managers and others.
- Knowledge of principles of work organization and simplification. Knowledge of relevant software and computer query and reporting tools, such as SQL, Tableau Reports, Business Objects or Excel to run report. Knowledge of electronic data transfer methods.
- Experience working in an Agile development team, in depth experience in data analysis, and superior technical documentation skills.
- Knowledge of workforce and training development.

SPECIAL REQUIREMENT: Demonstrated proficiency in business systems analysis and project management required. This position also requires formal presentations/interaction with individuals at varying audience levels within and outside the agency, in addition to strong verbal, written, negotiating, and innovative skills are required.

POSITION TITLE: Data Modernization Initiative Information Technology Specialist

SCOPE OF WORK: Assists with system analysis and improvements following a gap analysis/assessment provided by Federal partners. This position will validate and implement data quality related to completeness and timeliness of health data received.

ACCOUNTABILITIES:

- Understands current and future enterprise data needs in the public health systems, and implement short and/or long-term goals for data strategy enterprise approach to implementation of modernization activities.



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Exhibit B-1 - Job Descriptions

- Assists data modernization efforts across all diseases and conditions addressed by in Public Health for ensuring a gap analysis, needs assessment and workforce development plan are completed.
- Works with the Data Modernization Initiative Lead to document existing health information technology systems and procedures for improving efficiency of operating situations and coordinates overall implementation.
- Works with the Data Modernization Initiative Lead and a selected vendor to document workforce, data, and health information system needs and opportunities, including data exchange and information systems supporting epidemiology and laboratory, and identify opportunities for modernization and improved interoperability, including across Public Health programs.
- Documents workforce capacity, gaps, and opportunities to improve data and health information system modernization, and accesses the Division's data science capability, and workforce development program, including across health department programs, and details of opportunities and challenges for intra-jurisdictional and inter-state and federal data sharing.
- Works with the Bureau of Informatics and the Data Modernization Initiative Lead to develop a full data modernization plan for IT and informatics infrastructure used to support epidemiology and laboratory work in the jurisdiction that includes forward-looking use of scalable, sustainable shared services and cloud-infrastructure.
- Implements a workforce development plan that includes the methods to be used for filling existing gaps and recommends modernization efforts to support and improve access to high-quality and technically appropriate trainings or other learning activities.
- Identifies technical resources and provides access to training to improve competencies supporting data and health information system modernization.
- Conducts workforce enhancement activities to support data and health information system modernization aligned with competencies to ensure the Division's workforce has the needed knowledge and skills.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

Education: Master's degree from a recognized college or university with at least 15 credit hours in the field of Computer Science, Information Systems or related fields. Each additional year of

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approved formal education may be substituted for one year of required work experience.

Experience: Four years' experience in systems analysis, broad-based knowledge of business environments, preferably in a field or occupation related to data management, IT workforce development. Each additional year of approved work experience may be substituted for one year of required formal education.

LICENSE/CERTIFICATION: Valid driver's license and/or access to transportation for use in statewide travel.

PREFERRED QUALIFICATIONS:

- Strong analytical skills with the ability to collect, organize, analyze, and disseminate significant amounts of information with attention to detail and accuracy.
- Experience working in an Agile development team, in depth experience in data analysis, and superior technical documentation skills.
- Knowledge of workforce and training development.

SPECIAL REQUIREMENT: Excellent listening and interpersonal skills; strong written and verbal communication skills; strong attention to detail and requirements with the ability to meet project deadlines; and ability to collect, organize, analyze, and disseminate significant amounts of information.

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EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 17% Immunization Cooperative Agreements Grant, as awarded on March 29, 2021, by the Centers for Disease Control, CFDA 93.268; FAIN NH23IP922595
 - 1.2. 1% Injury Prevention and Control Research and State and Community Based Programs Grant, as awarded on October 27, 2021, by the Centers for Disease Control, CFDA 93.136; FAIN Nu17CE924984
 - 1.3. 2% Epidemiology and Laboratory Capacity (ELC) Grant, as awarded on May 18, 2020, by the Centers for Disease Control, CFDA 93.323 FAIN NU50CK000522.
 - 1.4. 2% Epidemiology and Laboratory Capacity (ELC) Components COVID-19 Grant, as awarded on January 14, 2021, by the Centers for Disease Control, CFDA 93.323 FAIN NU50CK000522
 - 1.5. 7% Epidemiology and Laboratory Capacity (ELC) Data Modernization Grant, as awarded on June 29, 2021, by the Centers for Disease Control, CFDA 93.323 FAIN NU50CK000522
 - 1.6. 56% Epidemiology and Laboratory Capacity (ELC) Cares COVID-19 Grant, as awarded on May 18, 2020, by the Centers for Disease Control, CFDA 93.323 FAIN NU50CK000522
 - 1.7. 15% Disaster Grants - Public Assistance (Presidentially Declared Disasters), as awarded on October 27, 2021, by United States Department of Homeland Security (DHS), CFDA 97.036, FAIN #4516DRNHP00000001. These funds are only available through March 31, 2022, unless otherwise authorized by the Department.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
3. Payment for services shall be made monthly on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement.
4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, as specified in Exhibit C-1, Payment Rates.
5. Temporary Staff work thirty-seven and a half (37.5) hours per week. Subsequent hours worked will be paid at the rate specified in Exhibit C-1
6. Temporary Staff who work holidays (listed below) will be paid at the rate specified in Exhibit C-1. Holiday shifts include any shift with hours that occur during the holiday.

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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

6.1. The Contractor shall offer a retention bonus to Temporary staff based on the start date month, by tier, as approved by the Department. Temporary staff shall be eligible for a retention bonus as approved by the Department and in accordance with Exhibit C-1 Payment Rates. Payment shall not exceed \$200,000 for total retention bonus cost. Payment shall be paid as follows:

6.1.1. Individuals who have a start date on or before January 1, 2022 through June 30, 2022 shall be paid their retention bonus' on December 30, 2022.

6.1.2. Individuals who have a start date of July 1, 2022 through December 30, 2022 shall be paid their retention bonus by June 30, 2023.

- 7. All Temporary Staff shall be employees of the Contractor, who shall pay all Temporary Staff wages, including payment of federal and state taxes.
- 8. 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.
- 9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov or invoices may be mailed to:
 Financial Manager
 Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301
- 10. The Department 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.
- 11. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 12. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

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13. 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.
14. 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.
15. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
16. Audits
 - 16.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 16.1.1. 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.
 - 16.1.2. 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.
 - 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 16.2. 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.
 - 16.3. 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.
 - 16.4. 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

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

Table 1.1: Personnel Staff List

ID	Position	Number FTE	Number of FTEs	Estimated Salary	Estimated Total Salary
1001	Director of Information Systems	1	1	\$110,000	\$110,000
1002	Senior Systems Administrator	1	1	\$85,000	\$85,000
1003	Senior Systems Administrator	1	1	\$85,000	\$85,000
1004	Senior Systems Administrator	1	1	\$85,000	\$85,000
1005	Senior Systems Administrator	1	1	\$85,000	\$85,000
1006	Senior Systems Administrator	1	1	\$85,000	\$85,000
1007	Senior Systems Administrator	1	1	\$85,000	\$85,000
1008	Senior Systems Administrator	1	1	\$85,000	\$85,000
1009	Senior Systems Administrator	1	1	\$85,000	\$85,000
1010	Senior Systems Administrator	1	1	\$85,000	\$85,000
1011	Senior Systems Administrator	1	1	\$85,000	\$85,000
1012	Senior Systems Administrator	1	1	\$85,000	\$85,000
1013	Senior Systems Administrator	1	1	\$85,000	\$85,000
1014	Senior Systems Administrator	1	1	\$85,000	\$85,000
1015	Senior Systems Administrator	1	1	\$85,000	\$85,000
1016	Senior Systems Administrator	1	1	\$85,000	\$85,000
1017	Senior Systems Administrator	1	1	\$85,000	\$85,000
1018	Senior Systems Administrator	1	1	\$85,000	\$85,000
1019	Senior Systems Administrator	1	1	\$85,000	\$85,000
1020	Senior Systems Administrator	1	1	\$85,000	\$85,000
1021	Senior Systems Administrator	1	1	\$85,000	\$85,000
1022	Senior Systems Administrator	1	1	\$85,000	\$85,000
1023	Senior Systems Administrator	1	1	\$85,000	\$85,000
1024	Senior Systems Administrator	1	1	\$85,000	\$85,000
1025	Senior Systems Administrator	1	1	\$85,000	\$85,000
1026	Senior Systems Administrator	1	1	\$85,000	\$85,000
1027	Senior Systems Administrator	1	1	\$85,000	\$85,000
1028	Senior Systems Administrator	1	1	\$85,000	\$85,000
1029	Senior Systems Administrator	1	1	\$85,000	\$85,000
1030	Senior Systems Administrator	1	1	\$85,000	\$85,000
1031	Senior Systems Administrator	1	1	\$85,000	\$85,000
1032	Senior Systems Administrator	1	1	\$85,000	\$85,000
1033	Senior Systems Administrator	1	1	\$85,000	\$85,000
1034	Senior Systems Administrator	1	1	\$85,000	\$85,000
1035	Senior Systems Administrator	1	1	\$85,000	\$85,000
1036	Senior Systems Administrator	1	1	\$85,000	\$85,000
1037	Senior Systems Administrator	1	1	\$85,000	\$85,000
1038	Senior Systems Administrator	1	1	\$85,000	\$85,000
1039	Senior Systems Administrator	1	1	\$85,000	\$85,000
1040	Senior Systems Administrator	1	1	\$85,000	\$85,000
1041	Senior Systems Administrator	1	1	\$85,000	\$85,000
1042	Senior Systems Administrator	1	1	\$85,000	\$85,000
1043	Senior Systems Administrator	1	1	\$85,000	\$85,000
1044	Senior Systems Administrator	1	1	\$85,000	\$85,000
1045	Senior Systems Administrator	1	1	\$85,000	\$85,000
1046	Senior Systems Administrator	1	1	\$85,000	\$85,000
1047	Senior Systems Administrator	1	1	\$85,000	\$85,000
1048	Senior Systems Administrator	1	1	\$85,000	\$85,000
1049	Senior Systems Administrator	1	1	\$85,000	\$85,000
1050	Senior Systems Administrator	1	1	\$85,000	\$85,000

Table 1.1: Personnel Staff List

Item	Quantity	Unit Price	Total Price
1	1	100.00	100.00
2	1	100.00	100.00
3	1	100.00	100.00
4	1	100.00	100.00

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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 subparagraph 1.1.
 - 1.4. Notifying the employee in the statement required by subparagraph 1.1 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

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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.

Contractor Name: Maxim Healthcare Staffing Services, Inc.

Andrea Torres

jutorres@maxhealth.com

12/7/2021

Date

Name: Andrea Torres

Title: Assistant Controller

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Maxim Healthcare Staffing Services, Inc.

12/7/2021

Date

Andrea Torres

tutorres@maxhealth.com

Name: Andrea Torres

Title: Assistant Controller

Exhibit E - Certification Regarding Lobbying

Vendor Initials AT

Date 12/07/2021

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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 (11)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Maxlm Healthcare Staffing Services, Inc.

12/7/2021
Date

Andrea Torres
jutorres@maxhealth.com
Name: Andrea Torres
Title: Assistant Controller

AT
Contractor Initials E-Signed
Date 12/07/2021

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of 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

NT

Contractor Initials E-Signed

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

6/27/14
Rev. 10/21/14

Page 1 of 2

Date 12/07/2021

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Maxim Healthcare Staffing Services, Inc.

Andrea Torres

atorres@maxhealth.com

Name: Andrea Torres

Title: Assistant Controller

12/7/2021

Date

Exhibit G

Contractor Initials AT

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Maxim Healthcare Staffing Services, Inc.

Andrea Torres

atorres@maxhealth.com

12/7/2021

Date

Name: Andrea Torres

Title: Assistant Controller



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials AT
E.Signed

Date 12/07/2021

New Hampshire Department of Health and Human Services



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 2 of 6

Contractor Initials AT

Date 12/07/2021

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receive

3/2014

Contractor Initials AS Signed

Date 12/07/2021

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials AD Signed

Date 12/07/2021



New Hampshire Department of Health and Human Services

Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule. *AT*

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials EST/med

Date 12/07/2021

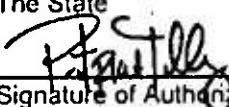


New Hampshire Department of Health and Human Services

Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHHS/Division of Public Health Services
The State

Signature of Authorized Representative
Patricia M. Tilley
Director
Name of Authorized Representative
12/7/2021
Date

Maxim Healthcare Staffing Services, Inc.
Name of the Contractor
Andrea Torres
atorres@maxhealth.com
Signature of Authorized Representative
Andrea Torres
Name of Authorized Representative
Assistant Controller
Title of Authorized Representative
12/7/2021
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Contractor Name: Maxim Healthcare Staffing Services, Inc.

Andrea Torres

jutorres@maxhealth.com

12/7/2021

Date

Name: Andrea Torres

Title: Assistant Controller

Contractor Initials AT

Date 12/07/2021



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FORM A

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

- The DUNS number for your entity is: 11-700-2087
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

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

_____ NO _____ YES

If the answer to #3 above is YES, stop here

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology; U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov