



## **RFI: Planning for Shared Staff**

**Issued by:** Bi-State Primary Care Association

**Project:** Planning for Shared Staff for Vermont Federally Qualified Health Centers

**Response Deadline:** 10/25/2026 – 11:59 PM

**Questions Due:** 10/8/2026 – 11:59 PM

**Anticipated Project Period:** 12/1/2026 through 7/30/2027

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### **I. Introduction**

Bi-State Primary Care Association (“Bi-State”) is seeking information from qualified consultants and consulting organizations interested in supporting Vermont Federally Qualified Health Centers (FQHCs) in exploring the feasibility and development of a business model for **shared staff**.

FQHCs perform a wide range of essential administrative and operational functions that require specialized expertise and adequate staffing capacity. Depending on the size, structure, and needs of individual health centers, some FQHCs may have difficulty maintaining sufficient capacity in particular areas, while others may have staff expertise or capacity that could potentially be shared with other health centers.

Bi-State seeks a consultant with relevant expertise to work with participating Vermont FQHCs (assumes 6-11 FQHCs participating) to assess existing staffing capacity and needs, research promising shared-staffing models, facilitate collaborative planning among interested FQHCs, and develop practical and sustainable business model recommendations.

For purposes of this project, “shared staff” refers primarily to non-clinical staff whose time and expertise could potentially be shared among multiple Vermont FQHCs. Examples may include, but are not limited to, financial staff, coding and billing staff, human resources staff, compliance staff, information technology staff, grant management staff, quality improvement staff, or other administrative and operational personnel.

Please note: It is possible that 4-10 New Hampshire FQHCs may want to engage in similar work in a similar timeframe (starting and ending 1-3 months later). While the focus of this RFI is Vermont, and we are asking respondents to scope this work out assuming only Vermont, we are interested in understanding if respondents have interest and capacity to expand the project to New Hampshire FQHCs (with the assumption that a consensus-driven Vermont business model might combined with or completely different from a New Hampshire business model).

This RFI is intended to identify qualified consultants and obtain information about proposed approaches, qualifications, and costs. It is not a commitment by Bi-State to enter into a contract.

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## **II. Project Goals**

The overall goal of this project is to help interested Vermont FQHCs determine whether and how they could develop or participate in shared staffing arrangements.

The project should:

- Develop an understanding of the staffing expertise, capacity, and needs currently available among participating FQHCs;
  - Identify opportunities for FQHCs to share staff expertise and capacity;
  - Examine successful models for shared staffing and related collaborative services;
  - Identify organizational, operational, financial, human resources, legal, and governance considerations associated with different shared-staffing models;
  - Engage participating FQHCs in assessing potential approaches and building consensus around a preferred path forward; and
  - Develop recommendations for feasible, sustainable business models and identify specific next steps for implementation.
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## **III. Scope of Work**

Bi-State anticipates that the selected Contractor will perform activities in the following areas. Respondents may recommend modifications to or additional activities if they believe those changes would better accomplish the project goals.

### **1. Assess Existing Expertise, Capacity, and Needs**

The Contractor will develop and administer a survey and/or other assessment process to participating Vermont FQHCs to understand their current staffing capacity, expertise, and needs.

The assessment may address areas including:

- Current staffing levels and functions;
- Areas in which FQHCs have specialized expertise or excess capacity;
- Areas in which FQHCs experience staffing shortages or gaps;
- Staff recruitment and retention challenges;
- Functions that may be suitable for shared staffing;
- Current use of contractors, consultants, or other external staffing arrangements;

- Staff qualifications and areas of specialized expertise;
- Current costs associated with selected staffing functions;
- Geographic, scheduling, or operational considerations that could affect shared staffing;
- Existing arrangements in which staff support multiple FQHCs or other organizations;
- Interest in participating in potential shared-staffing arrangements; and
- Other factors that FQHCs identify as opportunities or barriers to sharing staff.

The Contractor will synthesize the findings and identify potential opportunities for shared staffing among participating FQHCs.

## **2. Research Shared-Staffing Models**

The Contractor will research existing models for shared staffing and related collaborative administrative services.

Research should include, as appropriate, examples from:

- FQHC networks and health centers in other states;
- Primary care associations and other health center organizations;
- Health care networks or collaboratives;
- Other health care organizations that have successfully shared non-clinical staff; and
- Other relevant organizations or entities with transferable models.

The research should consider different approaches to shared staffing, which may include, for example:

- One FQHC employing staff who provide services to multiple FQHCs;
- A separate entity employing staff on behalf of participating FQHCs;
- Staff employed by one organization and allocated among participating organizations;
- Shared positions funded jointly by multiple FQHCs;
- Part-time staff serving multiple FQHCs;
- Centralized teams providing services to participating FQHCs; and
- Other collaborative staffing arrangements.

The Contractor should identify lessons learned, key success factors, potential challenges, and relevant considerations for adapting these models to Vermont FQHCs.

## **3. Assess Business, Operational, and Organizational Considerations**

As part of the research and stakeholder engagement process, the Contractor will examine the factors that would need to be addressed to establish a viable shared-staffing model.

These considerations may include:

- Employment structure and employer-of-record arrangements;
- Supervision and management responsibilities;
- Allocation of staff time among participating FQHCs;
- Recruitment, retention, and professional development;
- Compensation and benefits;
- Workload management and prioritization;
- Performance management and accountability;
- Scheduling and geographic considerations;
- Technology and systems access;
- Confidentiality and data security;
- Liability and risk management;
- Financial arrangements and cost allocation;
- Contracting and inter-organizational agreements;
- Governance and decision-making;
- Scalability of the model; and
- Other legal, regulatory, compliance, human resources, or operational considerations identified through the project.

The Contractor is not expected to provide legal advice unless specifically qualified and authorized to do so but should identify issues that may require legal or other specialized review.

#### **4. Facilitate FQHC Engagement and Consensus Building**

The Contractor will facilitate meetings with representatives from interested FQHCs to review findings, explore potential models, and identify areas of consensus and disagreement.

The Contractor should use an inclusive and structured process designed to:

- Share and validate findings from the assessment and research;
- Identify common staffing needs and priorities;
- Identify areas of existing expertise and capacity that could potentially be shared;
- Explore potential shared-staffing models;

- Discuss organizational, financial, human resources, operational, and governance considerations;
- Identify potential barriers and risks;
- Assess FQHC interest in different models;
- Develop consensus, where possible, regarding a preferred approach; and
- Identify decisions and actions necessary to move forward.

The Contractor should recommend an appropriate meeting structure and number/frequency of meetings based on its proposed approach.

## **5. Develop Business Model Recommendations and Next Steps**

Based on the assessment, research, and stakeholder engagement, the Contractor will recommend one or more appropriate business models for shared staffing.

Recommendations should address, as appropriate:

- Potential organizational structure;
- Employment and staffing arrangements;
- Roles and responsibilities of participating FQHCs;
- Role and responsibility (if any) of Bi-State;
- Supervision and management;
- Governance and decision-making;
- Staffing and expertise requirements;
- Potential financial model and cost-sharing approach;
- Allocation of staff time and costs among participating FQHCs;
- Potential startup and ongoing costs (including which costs might be eligible for implementation funding under the Rural Health Transformation Program);
- Contracting and inter-organizational agreement considerations;
- Technology and infrastructure requirements;
- Potential legal, regulatory, compliance, and human resources considerations;
- Risks and mitigation strategies;
- Criteria for determining whether to proceed;
- Potential implementation timeline; and
- Recommended immediate and longer-term next steps.

The Contractor should clearly identify the recommended path forward and, where appropriate, provide alternative models for consideration.

#### **IV. Anticipated Deliverables**

Bi-State anticipates that the project will result in the following deliverables:

- 1. Project Work Plan**  
A brief work plan outlining the proposed methodology, timeline, activities, and deliverables.
- 2. FQHC Staffing Assessment**  
Survey and/or assessment instrument and a summary of participating FQHCs' existing staffing expertise, capacity, practices, challenges, and needs.
- 3. Environmental Scan / Research Summary**  
A report summarizing relevant shared-staffing and shared-service models, including lessons learned and applicability to Vermont FQHCs.
- 4. Shared-Staffing Opportunity Analysis**  
An analysis identifying potential functions, positions, or areas of expertise that may be appropriate for shared staffing among participating FQHCs, including key considerations and potential barriers.
- 5. Facilitated Stakeholder Meetings**  
Facilitation of meetings with representatives of interested FQHCs and documentation of key findings, areas of consensus, outstanding questions, and decisions.
- 6. Business Model Recommendations**  
A final report recommending one or more viable business models, including organizational, employment, operational, financial, governance, and implementation considerations.
- 7. Implementation Roadmap**  
Recommended next steps for participating FQHCs, including near-term actions, potential decision points, and an anticipated timeline for implementation.

The Contractor may propose alternative or additional deliverables that it believes would strengthen the project.

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#### **V. Project Approach and Timeline**

Respondents should describe their proposed approach to completing the Scope of Work and achieving the project goals.

The response should include:

- Proposed methodology;
- Key project activities;
- Approach to engaging participating FQHCs;
- Proposed approach to research and environmental scanning;

- Approach to identifying and evaluating potential shared-staffing opportunities;
- Approach to developing and evaluating potential business models;
- Anticipated number and format of stakeholder meetings;
- Key assumptions and dependencies; and
- Proposed project timeline.

Bi-State anticipates that surveys and research would be completed by 1/31/2027 and that preliminary recommendations would be developed by 4/30/2027. The project must be completed with Vermont FQHCs on or before 7/30/2027. Respondents should identify any concerns with this timeframe and propose an alternative timeline if appropriate.

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## **VI. Contractor Qualifications**

Bi-State is interested in consultants with demonstrated experience in one or more of the following areas:

- Health care workforce and staffing models;
- Health care operations;
- Federally Qualified Health Centers and/or community health centers;
- Shared services or collaborative business models;
- Health care administrative services;
- Business model development;
- Organizational design and governance;
- Human resources and employment models;
- Financial management and cost allocation; and/or
- Facilitation and stakeholder engagement.

Respondents should describe relevant organizational experience and identify the individuals who would be assigned to the project, including their relevant qualifications and experience.

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## **VII. Budget**

Respondents should provide a proposed budget for completing the Scope of Work.

The budget should include:

- Total proposed project cost;
- Breakdown of costs by major activity or deliverable;
- Consultant/contractor hourly rates, if applicable;

- Estimated number of hours by major activity, if applicable;
- Travel and other anticipated expenses, if applicable (Bi-State anticipates that most or all of the meetings would be conducted virtually); and
- Any assumptions affecting the proposed cost.

Bi-State is interested in understanding both the total anticipated cost and the underlying assumptions used to develop the budget.

Bi-State is open to a deliverable-based contract or a capped time-and-materials contract.

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## **Proposal Requirements**

To respond to this RFI, please submit the following. **Unless otherwise noted, page limits include tables, charts, and other attachments included within the section.**

### **1. Letter of Introduction — 1 page maximum**

- a. This letter should include a general introduction and summary of Contractor's qualifications, and any other information the Contractor deems relevant for our selection process.
- b. In the letter, in addition to providing a general introduction, please:
  - i. Specify the full name of the Contractor organization (and any former/alternative names) and specify the full name of the individual who would enter into a contract (and any alternative names, maiden names, etc.). This information enables us to perform a check of excluded parties lists.
  - ii. Acknowledge that you have reviewed Bi-State's contracting terms and conditions (Attachment 1) and would accept them. If you have any concerns about a contract term, please raise that concern by email in the Q&A process.

### **2. Proposed Approach and Work Plan — 5 pages maximum**

Please provide a description of the proposed approach to completing the Scope of Work, including:

- Proposed methodology;
- Key activities and milestones;
- Anticipated deliverables;
- Proposed timeline;
- Approach to engaging participating FQHCs;
- Approach to researching existing shared-staffing models;
- Approach to identifying and evaluating potential shared-staffing opportunities;
- Approach to developing and evaluating potential business models;

- A statement on whether the respondent is open to expanding the work to include New Hampshire FQHCs; and
- Any recommended modifications or additions to the Scope of Work.

Respondents should clearly identify any assumptions that inform their proposed approach.

### **3. Contractor Qualifications and Experience — 3 pages maximum**

Please describe relevant organizational experience and qualifications, including experience in areas such as:

- Health care workforce and staffing;
- Federally Qualified Health Centers and/or community health centers;
- Shared services or collaborative business models;
- Health care operations and administrative services;
- Business model development;
- Organizational design and governance;
- Human resources and employment models;
- Financial management and cost allocation; and/or
- Facilitation and stakeholder engagement.

Please identify the individuals who would be primarily responsible for the work and briefly describe their relevant qualifications and experience.

**Resumes/CVs for proposed project staff may be included as an appendix and will not count toward the 3-page limit. Please limit resumes/CVs to 2 pages per proposed key staff member.**

### **4. Proposed Budget — 2 pages maximum**

Please provide a proposed budget for completing the Vermont-based Scope of Work.

The budget should include:

- Total proposed project cost;
- Breakdown of costs by major activity or deliverable;
- Consultant/contractor hourly rates, if applicable;
- Estimated number of hours by major activity, if applicable;
- Travel and other anticipated expenses, if applicable; and
- Any assumptions affecting the proposed cost.

Bi-State is interested in understanding both the total anticipated cost and the underlying assumptions used to develop the budget.

A detailed budget table may be used to present this information efficiently.

## 5. References — 1 page maximum

Please provide contact information for 2–3 relevant references, preferably organizations for which the proposed project team has completed similar work.

For each reference, please provide:

- Organization name;
- Contact name and title;
- Email address and telephone number;
- Brief description of the work performed; and
- Approximate date or timeframe of the engagement.

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## Selection Criteria

Proposals will be evaluated based on the following criteria, with equal prioritization:

- **Contractor capacity/qualifications to complete the Scope of Work in the timeframe required;**
- **Price; and**
- **Positive and relevant references.**

Preference may be given to small businesses, minority-owned firms, and women's business enterprises.

Bi-State will be responsible for Contractor selection.

## Submission Instructions

Responses should be submitted electronically to:

Kate Simmons  
Sr. Director, Operations  
Bi-State Primary Care Association  
ksimmons@bistatepca.org

Please use subject line: "RFI Shared Staff"

**Response Deadline:** 10/25/2026 – 11:59 PM

Questions regarding this RFI should be submitted by email to ksimmons@bistatepca.org by 10/8/2026 – 11:59 PM (Please use subject line: "RFI Shared Staff"). Responses to questions will be posted publicly on Bi-State's website on or before 10/15/2026

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## General Conditions

Submission of a response to this Request for Information does not bind Bi-State to engage a Contractor to provide the requested service.

Bi-State reserves the right to:

- Reject any and all proposals;
- Accept any proposal terms it deems to be in the best interest of the organization;
- Waive any informalities in proposals submitted; and
- Waive any minor irregularities or discrepancies in proposal procedures.

Bi-State reserves the right to retain a copy of all proposals after selection has been made.

The bidder is solely responsible for the costs it incurs in submitting a response to the RFI.

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**Attachment 1: Bi-State Contracting Terms and Conditions**

**VENDOR CONTRACT**

**Between Bi-State PCA**

**And**

**XXXXXXXXXX**

This Vendor Contract (this Contract) is made as of DATE (the Effective Date of this contract is DATE by and between Bi-State Primary Care Association, Inc. (BSPCA) with a mailing address at 525 Clinton Street, Bow, NH, 03304, and the following organization (Contractor):

Name:

Address:

Contract Amount:

A large rectangular area of the document is redacted with a solid yellow background, covering the names, addresses, and contract amounts of the parties involved.

BSPCA desires to engage the Contractor to perform the services, accomplish the tasks, and/or provide the products set forth in Exhibit A (collectively, the Services) attached hereto, and the Contractor is willing to provide the Services upon the terms and conditions of this Contract.

In consideration of the mutual covenants set forth below and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Scope of Services; Timeline**

BSPCA hereby engages the Contractor to provide the Services in accordance with the timeline set forth in Exhibit A (the Timeline), and Contractor hereby accepts such engagement and agrees to so provide the Services. The Contractor shall provide all qualified personnel, materials, equipment, and facilities that are necessary or appropriate to provide the Services. Any changes in the scope of the work or the Timeline with respect to the Services must be pre-approved in writing by the President and Chief Executive Officer of BSPCA (the President and Chief Executive Officer) or her designee.

## **2. Compensation; Progress Reports**

For the Services, BSPCA shall pay the Contractor a sum not to exceed the Contract Amount set forth above upon receipt of invoices for costs and expenses incurred and submitted to BSPCA (attention: Accounts Payable, 525 Clinton Street, Bow, NH 03304 or [kmartin@bistatepca.org](mailto:kmartin@bistatepca.org)) by the Contractor. All invoices shall include a description of the tasks/products completed and the associated costs and expenses incurred. BSPCA shall make reasonable efforts to pay such invoice within thirty (30) days of receipt of funds from grantor if grant funded. The Contractor shall submit progress reports to BSPCA with respect to the Services in accordance with Exhibit A.

## **3. Term; Termination**

The term of this Contract shall start on the Effective Date and shall continue until the completion date set forth in Exhibit A (the “Term”).

BSPCA may terminate this Contract by providing the Contractor with thirty (30) days’ prior written notice if BSPCA determines in its sole discretion that the progress and/or services provided by the Contractor with respect to this Contract are not meeting the needs of BSPCA and its membership or are otherwise unacceptable.

Upon a material breach by the Contractor or BSPCA in the performance of its duties or responsibilities under this Contract, the non-breaching party may advise the breaching party of such material breach by written notice. The breaching party shall then have thirty (30) days from the date of written notice within which to cure such breach provided, however, that for any monetary breach, the breaching party shall have only five (5) business days from date of written notice within which to pay overdue amounts as required to remedy the breach. The non-breaching party shall have the right to terminate this Contract upon written notice to the breaching party if the breaching party fails to cure said material breach within the specified time period.

This Contract shall immediately terminate at the election of either party upon the occurrence of any of the following events with respect to the other party: its insolvency; its inability to meet its debts as they mature; its filing of a petition of voluntary bankruptcy under any chapter of the US bankruptcy laws; its institution of proceedings to adjudge it bankrupt in an involuntary proceeding; its filing of a petition for rehabilitation or liquidation; its execution of an assignment for the benefit of creditors; its appointment by a court of a receiver, trustee, rehabilitator or liquidator; or its dissolution.

If the Services are grant funded, the Contractor hereby acknowledges and agrees that any revision or cancellation of grant funding may result in the termination of this Contract, as determined in the sole discretion of BSPCA.

Except as otherwise expressly provided herein, the termination of this Contract shall not terminate, affect or impair any rights, obligations, or liabilities of any party hereto that may accrue prior to such termination or that, under the terms of this Contract, continue after such termination. The following provisions of this Contract shall survive the termination of this Contract: Sections 4, 5, 7, 9, 10, 11, 12, 14, 15 and 17 to 21, inclusive.

#### **4. Confidentiality**

The Contractor acknowledges that during the Contractor's engagement with BSPCA, the Contractor will have access to confidential information of BSPCA and its partners, contractors, or suppliers, including, without limitation, information concerning business plans, costs, customers, suppliers and clients, prospective customers, employees, enrollees, members business affairs, and other information not available to the public or in the public domain. Except as required for the benefit of BSPCA in the performance of the Contractor's duties hereunder or as required by judicial subpoena, the Contractor shall keep secret all Confidential Information and shall not, directly or indirectly, either during the term of the Contractor's employment or at any time thereafter, disclose or disseminate to any person, firm, corporation, or other entity or make use of, for any purpose whatsoever, any Confidential Information (including any copies thereof, whether prepared by the Contractor or by others) which the Contractor may possess or have under the Contractor's control. The term "Confidential Information" shall not include any information which can be demonstrated by the Contractor to be generally known in the industry or to the public other than through breach of the Contractor's obligations hereunder. Upon the termination of this Contract, the Contractor agrees that they will not take from, and will promptly return to BSPCA (without retaining any copies in any format), any and all reports, notes, plans, lists, computer or electronic programs or files, letters, writings or any other documents whatsoever or reproductions thereof recording, reflecting or embodying any Confidential Information.

#### **5. Hold Harmless Clause**

The Contractor shall indemnify, defend and hold BSPCA harmless from and against any and all damage, loss, costs, and expenses (including reasonable attorneys' fees and litigation expenses) incurred by BSPCA only to the extent resulting from (i) any negligent or willful act or omission of the Contractor, whether taken or omitted to be taken, in rendering services or otherwise acting or failing to act in connection with this Contract, or (ii) a material breach by the Contractor or its material failure to fulfill its duties or obligations under this Contract.

BSPCA shall indemnify, defend and hold the Contractor harmless from and against any and all damage, loss, costs, and expenses (including reasonable attorneys' fees and litigation expenses) incurred by the

Contractor only to the extent resulting from (i) any negligent or willful act or omission of BSPCA, whether taken or omitted to be taken, in rendering services or otherwise acting or failing to act in connection with this Contract, or (ii) a material breach by BSPCA or its material failure to fulfill its duties or obligations under this Contract.

## **6. Insurance**

The Contractor shall secure and maintain workers' compensation and at its sole expense general liability insurance (including personal injury) with limits of coverage of not less than one million dollars (\$1,000,000) per occurrence, and such other coverage determined by BSPCA, with such insurance companies licensed in the jurisdictions in which the Contractor will provide services including New Hampshire or Vermont. A Certificate of Insurance must be provided to BSPCA with a signed copy of this contract. Failure to provide a Certificate of Insurance will render this contract null and void.

## **7. Intellectual Property Rights, Publicity, Reproduction, and Use of Contract Materials**

Except for previously developed ideas, concepts, know-how, knowledge, techniques, approaches, and methodologies proprietary to the Contractor, which do not encompass any confidential or proprietary information belonging to BSPCA, BSPCA shall have title to, ownership of, and all proprietary rights in the Contractor's work product and all reports, information, materials, and other work product that the Contractor, its agents, employees, and/or subcontractors may develop that arise out of performance of the Services (collectively, the Deliverables), including all works-in-progress and any and all copyrights to the Deliverables, all of which shall be considered "work made for hire," as defined by the copyright laws of the United States. At BSPCA's request, the Contractor shall execute all documents as may be necessary to assign such rights to BSPCA, and to protect BSPCA's rights in the Services and Deliverables, and all works-in-progress. If any Deliverable which constitutes copyrightable subject matter is not deemed to be a "work made for hire", then the Contractor shall, and hereby does, grant to BSPCA an exclusive perpetual, irrevocable, royalty free, transferable, world-wide license to use such Deliverable in any manner and in every medium, whether now known or hereafter devised, for any purpose and to create derivative works thereof. The Contractor will not publish, disseminate, reproduce, or display any Deliverables without the prior written consent of BSPCA, which BSPCA may withhold in its sole discretion. Any Deliverable published, disseminated, reproduced, or displayed by the Contractor shall set forth the following statement or words of similar import: "This publication was funded, in whole or in part, by a contract with Bi-State Primary Care Association, Inc." If this contract is grant funded, additional language about funding may be required.

## **8. Personnel Assigned**

In the event that the Services set forth on Exhibit A contemplate the involvement of or the performance of any services by any particular individual, such individual may not be changed without the prior written approval of the President and Chief Executive Officer.

## **9. Compliance with Law**

The Contractor shall provide the Services in accordance with the terms and conditions of this Contract, and applicable federal, state or local statute, law, ordinance, rule, regulation, order, decree, directive, principle of common law or interpretation of any of the foregoing by a governmental authority, as may be amended from time to time (collectively Applicable Law). Without limiting the generality of the foregoing, to the extent required by Applicable law, the Contractor (i) shall maintain internal controls, including but not limited to those with respect to personnel, data security and redundancy, equal to or better than customary industry standards, and (ii) shall not discriminate against any person on the basis of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, or physical or mental disability. If any Applicable Law requires that certain terms or conditions be set forth in this Contract, each such term or condition shall be deemed to have been and hereby is incorporated herein by reference as if fully set forth herein.

## **10. Compliance with Grants Policies**

The Contractor shall comply with the HHS “Grants Policy Statement,” effective October 1, 2025. In furtherance thereof, the Contractor hereby represents and warrants to BSPCA as follows:

A. The Contractor maintains a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V). See the “Grants Policy Manual” Chapter 4.

B. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract. 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 an agency, a member of Congress, an officer or employee of Congress in connection with any federal contract, grant, loan, or cooperative Contract, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. The Contractor certifies that it shall require that language of this certification be included in any subcontracts and that all sub-recipients shall certify and disclose accordingly.

## **11. Compliance with Other Policies**

The Contractor acknowledges that under the Standards of Conduct Policy and Procedure of BSPCA, no employee or independent contractor of BSPCA may offer, provide, solicit or accept anything of value (excluding unsolicited gift of nominal value (i.e., \$30 or less per item) such as pens, calendars and other items intended for wide distribution and not easily resold) from any person in return for influencing or

engaging in any related business transaction, directly or indirectly, involving the services provided to BSPCA or any of its members. The Contractor shall not assist or encourage any employee or independent contractor of BSPCA to violate such Policy. The Contractor shall promptly report any such violation or any violation of any and all Applicable Law to BSPCA's Compliance Officer, Lori Real ([lreal@bistatepca.org](mailto:lreal@bistatepca.org); 603-228-2830 ext. 114).

## **12. Non-Solicitation Clause**

During the term of this Contract and for two (2) years thereafter, the Contractor shall not, without the prior written consent of the President and Chief Executive Officer of BSPCA, solicit, entice, or induce any person who is or was an employee, consultant, agent, director, or officer of BSPCA at any point during the term of this Contract to become employed by any other person, firm, corporation, other entity, or to leave his or her employment with BSPCA.

## **13. Subcontracts**

The Contractor shall not delegate or subcontract any of its obligations to be performed, other than those obligations the delegation or subcontracting of which is expressly contemplated by this Contract, without the prior written consent of BSPCA, provided that BSPCA at all times shall have the right in its sole discretion to disapprove any delegate or subcontractor (including delegations or subcontracting expressly contemplated hereby) to which the Contractor has delegated or sub-contracted, or to which the Contractor proposes to delegate or subcontract, such obligations, and provided, further, that the Contractor shall remain responsible for the prudent selection of delegates or sub contractors to which its obligations are delegated pursuant to this Contract.

## **14. Successors and Assigns**

The provisions of this Contract shall be binding upon and shall inure to the benefit of and be enforceable by each of the parties hereto and their respective successors and assigns. The Contractor shall have no right to assign any of its right, powers and obligations under this Contract without the prior written consent of BSPCA.

## **15. State Employees Not to Benefit**

No individual employed by the State of New Hampshire or the State of Vermont, as applicable, at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that may arise there from directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor. This provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

## 16. Notices

All notices or other communications required or permitted under this Contract shall be in writing and sufficient if emailed, delivered personally, sent by a nationally recognized overnight carrier, or sent by registered or certified mail return receipt requested, postage prepaid to the address of the parties first set forth above. Such notices shall be deemed to have been given at the time when emailed or personally delivered, or the day following the day sent by overnight carrier, or if mailed, upon the third (3<sup>rd</sup>) day after the date such notice is postmarked.

|                                                                        |     |
|------------------------------------------------------------------------|-----|
| Tess Stack Kuenning                                                    | xxx |
| President and Chief Executive Officer                                  | xxx |
| 525 Clinton Street                                                     | xxx |
| Bow, NH 03304                                                          | xxx |
| <a href="mailto:tkuenning@bistatepca.org">tkuenning@bistatepca.org</a> | xxx |

AND

Kim Martin  
Senior Director, Finance & Administration  
525 Clinton Street  
Bow, NH 03304  
[kmartin@bistatepca.org](mailto:kmartin@bistatepca.org)

## 17. Access to Records; Audit

The Contractor shall maintain accurate and complete books, papers, documents, payroll records, accounting records and other records pertaining to the Services and other transaction contemplated by this Contract and make such records available in their offices to BSPCA at all reasonable times during the Term and for seven (7) years thereafter. The Contractor shall allow inspection of pertinent records by BSPCA or by any authorized representative, and shall furnish copies of such records to BSPCA upon demand.

Funds and Services provided under this Contract shall also be subject to audit by authorized representatives of the federal and state governments to the extent required by Applicable law. All findings of such audits shall be reported to BSPCA as soon as they become known to the Contractor. Without

limiting the generality of any other provision of this Contract, to the extent required by Applicable law, the Contractor shall comply with the Uniform Guidance 2 CFR Part 200, and 45 CFR 74.

## **18. Governing Law**

This Contract, and all transactions contemplated hereby, shall be governed, construed, and enforced in accordance with the laws of the State of New Hampshire, without giving effect to its conflict of laws principles. The parties consent to the exclusive personal jurisdiction of the state and federal courts located in the State of New Hampshire to resolve any dispute between them, and each irrevocably waives all right to trial by jury in any action or proceeding arising out of or in connection with this Contract.

## **19. Independent Contractor Status**

The parties are independent contractors. Nothing in this Contract shall be construed to create a relationship of partnership, joint venture, or employment between them.

## **20. Nonwaiver**

A party hereto shall not be deemed to have waived any rights or remedies accruing to it hereunder unless such waiver is in writing and signed by such party. No delay or omission by a party hereto in exercising any right shall operate as a waiver of said right on any further occasion.

## **21. Additional Requirements**

In connection with the provision of services pursuant to this Contract, BSPCA and the Contractor agree to comply with the following Federal requirements, to the extent that such requirements are applicable. The Contractor shall notify BSPCA immediately if it has reason to believe that there may have been a violation of any of the following provisions:

- A. Employment Opportunity— E.O. 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor at 41 C.F.R. Part 60.” The Civil Rights Act of 1964 and all other federal, state, or local laws, rules, and orders prohibiting discrimination;
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended —If Contract is for amounts in excess of \$100,000 the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

- C. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, see also 45 C.F.R. part 82 and part 93) — If Contract is for amounts in excess of \$100,000, the Contractor agrees to file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- D. Debarment and Suspension (7 C.F.R. 3017)— Contracts shall not be made to parties listed on the government-wide Excluded Parties List System. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Contractor hereby certifies that it has not been debarred or suspended from participation in federal programs including grants and contracts and certifies that the party has reviewed <https://www.sam.gov/portal/public/SAM/> and <http://exclusions.oig.hhs.gov/> to determine whether any subcontractors are on the list.
- E. Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 276c) —If contract exceeds \$2000 for construction or repair the Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- F. Davis-Bacon Act, as amended (40 U.S.C. § 276a to a–7)—When required by Federal program legislation, all construction contracts awarded of more than \$2000 shall comply with the Davis-Bacon Act (40 U.S.C. § 276a to a–7) and as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

- G. Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Where applicable, all contracts in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers, the Contractor shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- H. Rights to Inventions Made Under a Contract or Contract —Contracts or Contracts for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency. The parties acknowledge that this clause does not apply to the Services.
- I. Section 889 Limitations on Certain Telecommunications Equipment and Services – Contractor shall not use federal funds to procure or obtain, or extend a contract to procure or obtain, telecommunications equipment or services prohibited by 2 C.F.R. § 200.216. Generally, such equipment is: (i) for all equipment, telecommunications equipment that uses, as a substantial component, equipment or services provided by Huawei Technologies Company, ZTE Corporation, or the affiliates of either; and (ii) for equipment used for facility security, telecommunications equipment that uses, as a substantial component, equipment or services provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, and the affiliates of any of the aforementioned. Such services are services that use, as a substantial component, equipment or services provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, and the affiliates of any of the aforementioned.
- J. For State of Vermont funded agreements: If this MOA is funded through State of Vermont grant or contract funds, Contractor agrees to comply with all terms and conditions in Attachments C, D, and F (as applicable). Current versions of these attachments can be found on the Vermont Department of Buildings and Grounds website here: <https://bgs.vermont.gov/purchasing-contracting/forms>.

**21. Entire Contract; Counterparts**

This Contract and its Exhibit(s), which are hereby incorporated herein by reference, constitute the entire Contract and understanding between the parties with respect to the subject matter of this Contract and supersede any and all prior Contracts, representations and understandings of the parties, written or oral, with respect to matters specifically set forth in this Contract. No modification of this Contract will be binding unless executed in writing by the parties. This Contract may be executed in two or more counterparts (including via .pdf, DocuSign or other electronic means), each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**Bi-State Primary Care Association**

**Contractor**

Signature:

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Print Name:

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Print Title:

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Date:

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Signature:

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Print Name:

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Print Title:

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Date:

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## **EXHIBIT A**

### **Scope of Services and Timeline**

To be inserted based upon RFI and Respondent Submission.

### **Payment Terms:**

Invoice should include a description of the deliverables. Payment will be made upon satisfactory performance of deliverables within 30 days after receipt of complete invoice and back-up documentation. Bi-State does not reimburse for alcohol. Invoice should be sent to the address listed below or via email to [kmartin@bistatepca.org](mailto:kmartin@bistatepca.org).

Bi-State Primary Care Association

Attn: Accounts Payable

525 Clinton Street

Bow, NH 03304

Total amount not to exceed \$XXX

Final invoice for this project is due no later than July 31, 2027.