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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4493 1-800-852-3345 Ext. 4493
Fax: 603-271-0545 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

February 3, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

100% Other funds

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a grant agreement with the town of Derry, NH (Vendor #177379-B003), 14 Manning Street, Derry, NH 03038, under which the Division of Public Health Services will provide four portable ventilators and necessary accessories valued at \$27,960.00 to enhance respiratory medical capacity in response to a large-scale health emergency, using funding supported by the federal Department of Homeland Security Grant to New Hampshire, to be effective on the date of Governor and Council approval, and until the grant agreement is terminated by one of the parties. Funds for the state purchase of the portable ventilators, pursuant to this grant agreement, were established in:

05-95-90-902510-5917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, MMRS

The funds were established in two stages: 1) in an item approved by the Legislative Fiscal Committee on November 15, 2010 #FIS 10-339 and by the Governor and Executive Council on December 8, 2010 Item #129; and 2) in an item approved by the Legislative Fiscal Committee on October 28, 2011 #FIS 11-303 and by the Governor and Executive Council on November 9, 2011 Item #97. Under this grant agreement, no funds are being exchanged between the town of Derry and the Division of Public Health Services. The Division of Public Health Services is providing the portable ventilators to the town of Derry at a cost to the Division of Public Health Services of \$27,960.00. Funding is supported by 100% Other Funds from the Department of Safety that had been secured under the federal Homeland Security Grant.

EXPLANATION

Under this grant agreement for the preparedness initiative 'Critical Care and Supplemental Oxygen Program,' the Division of Public Health Services will provide four portable ventilators and associated accessories, purchased by the Division of Public Health Services with federal Department of Homeland Security grant funds from the Department of Safety, for use during public health emergencies that pose respiratory problems requiring ventilator equipment (for example, an outbreak of severe pandemic influenza). Under the grant agreement, the town of Derry Emergency Medical Services Unit agrees to: participate in the training provided by the Division of Public Health Services on the use of the ventilators; inventory them and provide routine maintenance; and deploy the ventilators

when needed in its service area or another part of the state, as requested by the Division of Public Health Services. The intent of these funds is to reduce adverse clinical outcomes in New Hampshire that could result from a lack of adequate numbers of ventilators to support patients with significant respiratory issues.

This initiative is part of the on-going, federally-funded Hospital Preparedness Program undertaken by the Department of Health and Human Services and the New Hampshire Hospital Association to upgrade the preparedness of hospitals and municipal Emergency Medical Services Units to respond to incidents requiring mass immunization, treatment, isolation and quarantine, decontamination or other emergency medical responses within their communities and regions.

The offer to participate in the 'Critical Care and Supplemental Oxygen Program,' was made in person and in writing to: a) the Emergency Management Coordinators from the 26 eligible, participating acute care hospitals in the Hospital Preparedness Program; b) one specialty hospital with patients on ventilators; c) municipal Emergency Medical Services Units; and d) the federally-funded Northern New England Metropolitan Medical Response System (MMRS) unit (originally sponsored at Dartmouth College), a unique and critical partner in New Hampshire's planning and response for wide-scale medical emergencies. Nineteen hospitals, which includes the one specialty hospital with patients on ventilators, nine municipal Emergency Medical Services units, and the one Metropolitan Medical Response System unit, responded affirmatively, and were then sent the Grant Agreement and associated documents to sign and return - see the attached list.

This requested action seeks approval of one of the nine Emergency Medical Services Unit's ventilator agreements. The 19 hospitals, the MMRS and six of the Emergency Medical Services Unit ventilator agreements were presented to, and approved by, Governor and Council in prior actions.

Should Governor and Council not authorize this Request, New Hampshire's ability to respond to public health emergencies posing respiratory problems (for example, outbreaks of severe pandemic influenza) would be significantly diminished, resulting in poor clinical outcomes for patients.

The following performance measures will be used to measure the effectiveness of the grant agreement:

- By March 31, 2014, the portable ventilators will be inventoried by the EMS unit, and operational.
- By March 31, 2014, EMS staff will be trained on the use of the portable ventilator.
- By March 31, 2014, the EMS unit will be prepared to provide the Division with usage data on the ventilators, in order to continually assess the program and make improvements where needed.

Area served: the ventilators will enhance the ability to respond to public health emergencies in Derry, New Hampshire and the surrounding area, or elsewhere in the state as requested by the Department of Health and Human Services.

Source of Funds: 100% Other Funds from the Department of Safety that had been secured under the Federal Homeland Security Grant.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
February 3, 2014
Page 3

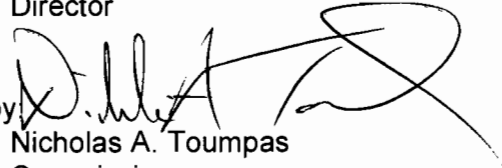
In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by



Nicholas A. Toumpas
Commissioner

ATTACHMENT
Critical Care and Supplemental Oxygen Program
Hospitals, Municipal EMS Units, and MMRS Accepting Portable Ventilators

NAME	ADDRESS	
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Hospitals

1 Alice Peck Day Memorial Hospital	10 Alice Peck Day Drive, Lebanon, NH	03756
2 Androscoggin Valley Hospital	59 Page Hill Rd, Berlin, NH	03570
3 Cheshire Medical Center	580 Court Street, Keene, NH	03431
4 Catholic Medical Center	100 McGregor Street, Manchester, NH	03102
5 Concord Hospital	250 Pleasant St., Concord, NH	03301
6 Cottage Hospital	90 Swiftwater Rd, Woodsville, NH	03785
7 Crotched Mountain Rehabilitation Center	One Verney Drive, Greenfield, NH	03047
8 Elliot Hospital	One Elliot Way, Manchester, NH	03103
9 Frisbie Memorial Hospital	11 Whitehall Rd, Rochester, NH	03867
10 Huggins Hospital	240 South Main St, Wolfboro, NH	03894
11 LRGHealthcare dba Lakes Region General Hospital	80 Highland St, Laconia, NH	03246
12 LRGHealthcare dba Franklin Regional Hospital	18 Aiken Ave, Franklin, NH	03235
13 Littleton Regional Hospital	600 St. Johnsbury Rd, Littleton, NH	03561
14 Mary Hitchcock Memorial Hospital	One Medical Center Drive, Lebanon, NH	03756
15 New London Hospital	273 Country Rd., New London, NH	03257
16 Speare Memorial Hospital	16 Hospital Road, Plymouth, NH	03264
17 Upper Connecticut Valley Hospital	181 Corliss Lane, Colebrook, NH	03576
18 Valley Regional Hospital, Inc.	243 Elm St., Claremont, NH	03743
19 Weeks Medical Center	173 Middle St, Lancaster, NH	03584
20 MMRS at Dartmouth College	11 Rope Ferry Road, Hanover, NH	03755

Municipal EMS Units

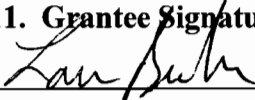

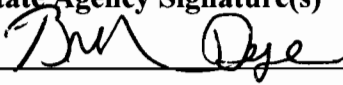
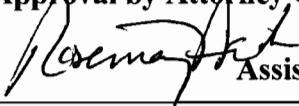
21 Town of Colebrook		
22 City of Claremont		
23 Town of Derry, NH		
24 City of Dover, NH		
25 Town of Durham, NH		
26 Town of Gorham, NH		
27 City of Laconia, NH		
28 City of Lebanon, NH		
29 Towns of Warren and Wentworth, NH		

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2. State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3. Grantee Name Town of Derry		1.4. Grantee Address 14 Manning Street Derry, NH 03038	
1.5. Effective Date Date of G&C approval	1.6. Completion Date Until Terminated	1.7. Audit Date N/A	1.8. Grant Limitation 4 Portable Ventilators
1.9. Grant Officer for State Agency Brook Dupee, Bureau Chief		1.10. State Agency Telephone No. (603) 271-4483	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor HARRY BUDREAU ^{ACTING} TOWN ADMINISTRATOR	
1.13. Acknowledgment: State of New Hampshire, County of Rockingham, on 1/13/14 Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name and Title of Notary Public or Justice of the Peace SHEILA M. BODENRADER, Notary Public My Commission Expires August 8, 2017 Sheila M. Bodenrader, Executive Secretary to T.A.			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Brook Dupee, Bureau Chief	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 11 2-14-14			
1.17. Approval by the Governor and Council On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire.

3. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS.
- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. 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 or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. give the Grantee 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 Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. 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 shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver 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 default on the part of the Grantee.
19. 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 first above given.
20. 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 Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. 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.
23. 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 relating hereto.

EXHIBIT A

1. GENERAL PROJECT DESCRIPTION

This Agreement is authorized under the provisions of the Department of Homeland Security (DHS) Appropriations Act of 2007 (P.L. 109-90) and the FFY 2007 and FFY 2008 Homeland Security Grant Program (HSGP) guidance.

The FFY 2007 and FFY 2008 HSGP State Homeland Security Program (SHSP) provide funds to enhance the capability of State and local units of Government to prevent, deter, respond to and recover from incidents of terrorism involving the use of chemical, biological, radiological, nuclear and explosive (CBRNE) weapons attacks, as well as all-hazards incidents.

The purpose of this Agreement is to identify the affiliation between the Department of Health and Human Services (DHHS), and the Municipality of Derry, NH to acquire respiratory equipment for the Municipality's Emergency Medical Services (EMS) Unit under the Critical Care and Supplemental Oxygen Program, as arranged and approved by the State Administrative Agency for the HSGP, the Department of Safety (DOS), and in accordance with the DHS approved State Homeland Security Strategy.

FFY 2007 and FFY 2008 HSGP guidance states "Each state shall make no less than 80% of the total grant program amount available to local units of government..." The purpose of this Agreement is to acknowledge that DHHS will purchase, deliver, and provide for major repairs or replacement (as funds allow). The Municipality of Derry will provide routine maintenance, store, and deploy when needed, the portable ventilator equipment and associated accessories to enhance the overall medical surge capability in Derry, NH and the surrounding area, or statewide as requested by NH DHHS, in response to a large-scale health event.

2. WORK TO BE PERFORMED BY GRANTEE

Municipality of Derry EMS Unit

- a. Will act as the recipient of FFY 2007 and 2008 SHSP-funded equipment and associated accessories on behalf of the Municipality of Derry, NH.
- b. Will inventory, track, provide routine maintenance and deploy internally as needed, the equipment and associated accessories provided by DHHS under the Critical Care and Supplemental Oxygen Program.
- c. Will participate, as requested with DHHS in training on the respiratory equipment provided.
- d. Will provide the DOS and DHHS with information requested about the usage of the ventilator equipment to continually assess the program and make improvements where needed.
- e. Will maintain possession/ownership of the ventilator(s) and associated supplies until termination of participation in the program.
- f. Will make equipment available for inspection/audit, as requested by DHHS.

3. WORK TO BE PERFORMED BY GRANTOR

The DHHS:

- a. Will use FFY 2007 and FFY 2008 SHSP funds on behalf of municipalities for the Critical Care and Supplemental Oxygen Program.
- b. Will purchase respiratory equipment with service agreements, and associated accessories.
- c. Will set-up and deliver the equipment to participating hospitals and municipal EMS Units.
- d. Will provide and coordinate training for hospitals and municipal EMS units on the equipment delivered.

- e. Will request deployment if the ventilators are needed for an emergency in other locations.
- f. Will collect, analyze and report data on ventilator use at each hospital and municipal EMS Unit.

4. EFFECTIVE DATE

This Grant Agreement shall be effective upon signature by the Governor and Executive Council and shall continue until terminated.

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EXHIBIT B

1. PROJECT COSTS

1.1 Project Costs

The portable ventilators and required accessories to be delivered to the Grantee by the Grantor were purchased at a per unit cost of \$6,990.00.

2. PAYMENT SCHEDULE

2.1 Payment of Project Costs

The portable ventilators shall be scheduled for delivery by DHHS after the approval of this agreement by the Governor and Executive Council.

EXHIBIT C

1. The term "funds" in this grant agreement is defined to include "equipment."

2. POINTS OF CONTACT

DHHS

Name and Title Kim Budde, Program Specialist, Bureau of Infectious Disease Control
Address 29 Hazen Drive, Concord, NH 03301
Phone (603) 271-0287
FAX (603) 271-8705
Email address Kim.F.Budde@dhhs.state.nh.us

Municipal EMS Unit Contact for this Program

Name and Title Charles Hemeon, Director of EMS
Address 17 Manning St.
Phone 603-432-6751
FAX 603-537-9216
Email address chuckhemeon@derryNH.org

NH Department of Health and Human Services

Standard Exhibit D

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 to 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 5151-51-5160 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 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 certification 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

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

- (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 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.

Town of Derry From: Date of G&C Approval, until terminated
 Contractor Name Period Covered by this Certification

LARRY BUDREAU, ACTING TOWN ADMINISTRATOR
 Name and Title of Authorized Contractor Representative

Lou Budreau 1/13/14
 Contractor Representative Signature Date

NH Department of Health and Human Services

Standard Exhibit E

CERTIFICATION REGARDING LOBBYING

The Contractor 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):

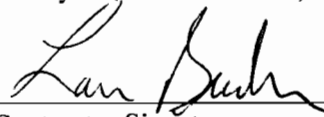
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: Date of G&C Approval until terminated

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

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

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


Acting Town Administrator
 Contractor Signature Contractor's Representative Title

Town of Derry 1/13/14
 Contractor Name Date

NH Department of Health and Human Services

Standard 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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted 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;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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 Signature


 Contractor's Representative Title

Town of Derry
 Contractor Name


 Date

NH Department of Health and Human Services

- Exhibit G - Certification Regarding the Americans with Disabilities Act Compliance does not apply to this agreement.
- Exhibit H - Certification Regarding Environmental Tobacco Smoke does not apply to this agreement.
- Exhibit I - Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this agreement.
- Exhibit J - Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this agreement.

CERTIFICATE OF VOTE

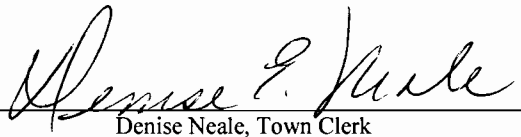
I, Denise Neale, do hereby certify that:

1. I am the duly elected Clerk of the Town of Derry, NH;
2. The following are true copies of two resolutions duly adopted at a meeting of the Derry Town Council, duly held on January 7, 2014;

RESOLVED: That the municipality agrees that portable ventilators, provided by the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services for the benefit of the municipality in emergency situations, be granted directly to the Town of Derry Fire Department to be stored, maintained and deployed as necessary.

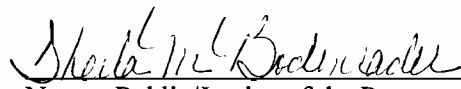
RESOLVED: That the Acting Town Administrator is hereby authorized on behalf of this Municipality to approve said agreement with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of January 17th, 2014
4. Larry Budreau is the duly appointed Acting Town Administrator of the municipality.


Denise Neale, Town Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 17th day of January 2014
by Denise Neale.


Notary Public/~~Justice of the Peace~~
My Commission Expires:

SHEILA M. BODENRADER, Notary Public
My Commission Expires August 8, 2017



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Town of Derry 14 Manning Street Derry, NH 03038		<i>Member Number:</i> 154	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2013	7/1/2014	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)	\$	
			Med Exp (Any one person)	\$	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease – Each Employee	\$2,000,000	
			Disease – Policy Limit	\$	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only for Public Health Grant.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH- Dept of Health & Human Services 29 Hazen Dr Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 5/13/2013 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Risk Management Services 603-225-2841 phone 603-228-3833 fax