



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

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Lori A. Shibiouette
 Commissioner

Lori A. Weaver
 Deputy Commissioner

April 12, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, Governor Sununu authorized the Department of Health and Human Services, Office of the Commissioner, to amend an existing **Retroactive, Sole Source License Agreement** with The New Hampshire Motor Speedway (VC#153219-B001), Loudon, NH to cover additional costs incurred resulting from the mass two-day COVID-19 vaccination event, by increasing the price limitation by \$507.00 from \$78,806.21 to \$79,313.21 with no change to the contract completion date of March 28, 2021, effective retroactive to March, 27, 2021. 100% Other Funds (FEMA Public Assistance).

05-95-095-950010-1919 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, HHS: OFFICE OF THE COMMISSIONER, COMMISSIONERS OFFICE, COVID19 FEMA DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	103-502664	Contracts for Oper Svc	95010690	\$78,806.21	\$507.00	\$79,313.21
			Total	\$78,806.21	\$507.00	\$79,313.21

EXPLANATION

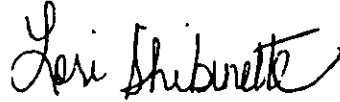
This amendment is **Retroactive** because the Department incurred additional costs during the two-day mass vaccination event not contemplated in the original agreement. This amendment is **Sole Source** because the license agreement was originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source.

The purpose of this amendment is to add additional funding to the License Agreement with The New Hampshire Motor Speedway to cover costs not contemplated in the original agreement, which was for the use of the Licensor's property to hold a large-scale two-day COVID-19 vaccination event between March 27, and March 28, 2021. The additional costs incurred were related to support functions that allowed the State to vaccinate more than 9,200 individuals.

Source of Funds: CFDA # 97.036; FAIN #4516DRNH00000001

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori Shibinette". The signature is written in a cursive style with a large initial "L" and a long, sweeping underline.

Lori A. Shibinette
Commissioner

AMENDMENT #1 TO NH MOTOR SPEEDWAY AGREEMENT #2

1. General Provisions. This Amendment to the License Agreement dated April 6, 2021 ("Agreement" or "License") is made between **THE NEW HAMPSHIRE MOTOR SPEEDWAY**, located at 1122 Route 106, Loudon 03307. ("Licensor") and **THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF HEALTH AND HUMAN SERVICES**, located at 129 Pleasant Street, Concord, NH 03301-3857 ("Licensee").

- 1.1. On March 26, 2021, Licensor and Licensee entered into the Agreement for Licensee to use the Licensed Premises for the purpose of performing COVID-19 vaccinations, for the storage and staging of supplies and materials in connection with the foregoing, and to provide access to the restrooms located therein for use solely by Licensee's staff, including, but not limited to operations staff and the National Guard, performing the above-described vaccination services.
- 1.2. In exchange for the use of the Premises and other goods, property, and equipment provided by the Licensor, Licensee agreed to pay Licensor a one-time lump sum of \$78,806.21, as detailed in Exhibit B attached to the Agreement.
- 1.3. Pursuant to Section 2.1.2 of the Agreement, the Agreement may be modified by a mutual written agreement at any time.
- 1.4. Subsequently, it was determined that additional resources were necessary to perform the above referenced activities which resulted in additional costs in the amount of \$507,000.
- 1.5. Now therefore, in consideration of the foregoing and the mutual covenants and conditions contained in the Agreement and set forth herein, the parties hereto agree to amend the Agreement as follows:

1.5.1. Section 3 of the Agreement is hereby amended to read:

"In exchange for the use of the Premises and other goods, property, and equipment provided by the Licensor during the Term, Licensee shall pay to Licensor a one-time lump sum of \$79,313.21, as detailed in Section 1.4 above and Exhibit B-2 attached hereto. Except as otherwise expressly set forth herein, in the Agreement or as otherwise provided in any subsequent amendment hereto, each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement."

APPROVALS:

State of New Hampshire
Department of Health and Human Services

Date

4.8.21


Lori A. Weaver
Deputy Commissioner

THE NEW HAMPSHIRE MOTOR
SPEEDWAY

4-7-21

Date



Name: Matthew K. Cioslani


Title: Vice President of Operations

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

OFFICE OF THE ATTORNEY GENERAL

4/8/21

Date



Name: Matthew Broadhead
Title: SAAG

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

EXHIBIT B -2

Portolets	\$	8,400.00
ADA Portolets	\$	2,080.00
Hand Sinks	\$	1,059.95
Hand Sanitizer Stands	\$	1,680.00
ALS Ambulance	\$	7,128.00
Message Boards	\$	2,276.00
Light Towers	\$	2,529.60
Cable Ramps	\$	727.00
Tents		
1- 40'x80'		
2 - 40'x160'	\$	12,228.00
9 - 10'x10'	\$	3,834.00
Lights	\$	4,279.00
Tent Weights	\$	316.80
Tent Sides	\$	550.00
Heaters	\$	720.00
Tables/Chairs	\$	774.24
Tent Doors	\$	1,668.00
Asphalt Repair	\$	600.00
1 - 40x60	\$	2,454.00
1 -40x20	\$	804.00
Golf carts	\$	1,050.00
Labor	\$	3,250.00
Wrecker Service	\$	2,250.00
Signage	\$	336.00
Lunches	\$	12,740.00
IT Support	\$	1,350.00
Dunkin Donuts Breakfast Order	\$	896.62
Total	\$	75,981.21

Add-ons		Rebill Revenue
School Buses (NHMS owned)	\$	1,500
Fuel (golf carts/buses)	\$	325
Porta Potties		
Trash Removal/Trash Bags	\$	500
Cleaning (media/hospital/resturant)	\$	500
School Bus (3rd party)		
Additional Tent Sides	\$	294
Dunkin Donuts Breakfast Order	\$	213
Add Totals	\$	3,332
Original Price	\$	75,981.21
Overall Total	\$	79,313.21