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Lori A. Sbibnette
Commissioner

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

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

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, and 2020-09, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive** Memorandum of Understanding with Plymouth State University of the University System of New Hampshire (VC#TBD), of 17 High Street, Plymouth, NH 03264 in the amount of \$9,850 to provide payment for deep cleaning of facilities used for temporary housing for First Responders in response to the COVID-19 pandemic, with the option to renew for one (1) additional year, retroactive to May 6, 2020, through October 31, 2020. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-902510-70390000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE

State Fiscal Year	Class/ Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Oper Svc	90027027	\$9,850
2021	102-500731	Contracts for Oper Svc	90027027	\$0
			Total	\$9,850

EXPLANATION

This request is **Retroactive** to allow the Department to provide lodging in Plymouth State University campus buildings for COVID-19 pandemic First Responders, including, but not limited to, employees, volunteers and on-call members of Police, Fire, Emergency Medical Service (EMS) as well as healthcare workers and other First Responder organizations such as the American Red Cross, United States National Guard, or any person or entity with specialized training whose job is to respond when there is an emergency. While Plymouth State University is not charging the State for this temporary housing, the purpose of this Memorandum of Understanding is to set forth the roles and responsibilities of the Department and Plymouth State University regarding the provision of emergency quarantine housing for First Responders due to the COVID-19 public health crisis.

The exact number of First Responders served under this Memorandum of Understanding will depend on the trajectory of the COVID-19 public health crisis. Housing will be provided to quarantine First Responders who may have experienced exposure to the COVID-19, are suspected or who are known to have contracted the COVID-19 virus, or who may need to practice social distancing from family members who are at high risk for contracting the virus.

Plymouth State University will use the funding provided by the Department for thoroughly cleaning and disinfecting the campus facilities used by First Responders when housing is no longer needed.

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

Area served: Statewide

Source of Funds: 100% Federal Funds from the Centers of Disease Control CFDA #93.354/ FAIN # NU90TP922106

Respectfully submitted,



Lori A. Shibinette
Commissioner

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES,
OFFICE OF THE COMMISSIONER**



AND

PLYMOUTH STATE UNIVERSITY OF THE UNIVERSITY SYSTEM OF NEW HAMPSHIRE

1. GENERAL PROVISIONS

- 1.1. This agreement is made between Plymouth State University of the University System of New Hampshire, located at 17 High Street, Plymouth New Hampshire 03264 and existing under the laws of the state of New Hampshire, (hereinafter "University") and the State of New Hampshire, Department of Health and Human Services, located at 129 Pleasant Street, Concord, New Hampshire 03301-3857 (hereinafter "Department").
- 1.2. The purpose of this MOU is to set forth the roles and responsibilities of the Department and the University regarding the provision of emergency quarantine housing for First Responders due to the COVID-19 pandemic.

2. TERM

- 2.1. Effective date and duration: This MOU is effective on May 6, 2020 through October 31, 2020, subject to the Governor's approval pursuant to Executive Order 2020-04, as extended by 2020-05.
- 2.2. Modification: The parties may modify this MOU by mutual written agreement at any time, subject to the approval of the Governor. The parties may extend this MOU for up to one (1) year, subject to continued availability of funds, satisfactory performance of responsibilities, and approval of the Governor.
- 2.3. Termination: Either party may unilaterally terminate this MOU upon written notice to the other party, in which case the termination shall be effective thirty (30) days after the date of that notice or at a later date specified in the notice.

3. RESPONSIBILITIES OF PLYMOUTH STATE UNIVERSITY

The University agrees to:

- 3.1. Assist the Department in the provision of housing for First Responders during the COVID19 pandemic. First Responders may include but are not limited to, employees, volunteers and on-call members of Police, Fire, Emergency Medical Service (EMS) as well as healthcare workers and other First Responder organizations such as the American Red Cross, United States National Guard or any person or entity with specialized training whose job is to respond when there is an emergency. Use the funding provided by the Department for deep cleaning of the dormitories used by First Responders.
- 3.2. Provide lodging in Plymouth State University campus buildings including but not limited to Student Apartments, Eco-House; Langdon Woods & Belknap dormitory(s); or any other campus location(s) deemed necessary by University liaisons as designated State of New Hampshire lodging site(s) for the purpose of COVID-19 pandemic First Responder lodging.



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- 3.3. Ensure room accommodations are available on the Plymouth State University campus, as requested, for:
 - 3.3.1. Quarantining First Responders who may have experienced an unprotected exposure with an individual who may have contracted COVID-19 based on signs and symptoms of the virus.
 - 3.3.2. Self-isolation for First Responder who are suspected or known to have contracted the COVID-19 virus.
 - 3.3.3. Social distancing of First Responders, family members of First Responders and University staff or students who may need to practice social distancing from family members who may be a high risk for contracting the COVID-19 virus.
 - 3.4. In addition to providing space and preparation thereof, the University shall offer daily meals to First Responders through online ordering with Chartwells Dining Services. Meals will be delivered directly to First Responders and will be scheduled through the online order process. First Responders will be billed directly by Chartwells Dining. Personal reimbursement will be the responsibility of the First Responder.
 - 3.5. Ensure rooms are segregated into one (1) area of the establishment ensuring independent access from the outside, when possible.
 - 3.6. Provide all items noted on the provisions list and identified in the "Estimate of Cost/Provisions" section of this agreement.
 - 3.7. Collaborate with the NH Adjutant General to ensure rooms are cleaned between occupancies.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

The Department agrees to:

- 4.1. Provide a one-time payment, up to a maximum of \$9,850.00 in State Fiscal Years 2020 and/or 2021 to the University for deep cleaning of the premises upon termination of this Agreement for only those rooms utilized.

5. ADDITIONAL TERMS AND CONDITIONS:

- 5.1. In the performance of this MOU, the parties shall comply with all governmental ordinances, laws and regulations as applicable to their respective organizations.
- 5.2. Neither party shall assign, in whole or in part, their duties and responsibilities under this agreement without the advance, written notice of the other party. In the event of a dispute, controversy, or claim ("dispute") arising under this agreement, the parties shall first attempt to resolve the issue between themselves in good faith and cooperation in an effort to preserve their relationship.

**Memorandum of Understanding Between
Plymouth State University and the
Department of Health & Human Services**



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- 5.3. It is expressly understood and agreed upon that the parties make no representations or agreements, oral or otherwise, outside the terms of this document that broaden or conflict with any of the provisions thereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the parties as stated herein. No term, provision, or condition of this Agreement may be altered, amended or added except upon the execution of a written amendment executed by both parties.
- 5.4. The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Hampshire without regard to principles of conflicts of law. For any actions, suits or proceedings arising out of or relating to this Agreement, each of the parties hereto irrevocably and unconditionally confirms and agrees that it is and shall continue to be (i) subject to the jurisdiction of the state courts of the State of New Hampshire, (ii) subject to service of process in the State of New Hampshire, and (iii) waives any objection to the laying of venue of any such litigation in the New Hampshire Courts.
- 5.5. Neither party shall be responsible for the negligent acts or omission or commission of the officers, employees, agents, or subcontractors of the other party. This provision shall not be deemed a waiver of sovereign immunity by either party.
- 5.6. The maximum amount of funds available for reimbursement under this MOU from the Department to the University shall not exceed \$9,850.00. Notwithstanding any provision of this MOU to the contrary, all obligations of the Department hereunder are contingent upon the availability and continued availability of funds. The Department shall not be required to transfer funds from any other source in the event that such funds become unavailable. The Department may adjust encumbrances between State Fiscal Years within the price limitation through the Budget Office, if needed and justified.
- 5.6.1. The University shall mail or email the invoice for the deep cleaning of the premises to:
- Department of Health and Human Services
Office of Finance
129 Pleasant Street
Concord, NH 03301
- 5.6.2. The Department agrees to pay the University within thirty (30) days of receipt of the approved invoice.

**Memorandum of Understanding Between
Plymouth State University and the
Department of Health & Human Services**



APPROVALS

Lori Weaver for

Lori A. Shibinette
Commissioner
NH Department of Health and Human Services

5.12.20

Date

Tracy L. Claybaugh

Tracy L. Claybaugh
V.P. for Finance and Administration
Plymouth State University

May 7, 2020
Date

**Memorandum of Understanding Between
Plymouth State University and the
Department of Health & Human Services**



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

OFFICE OF THE ATTORNEY GENERAL

6/1/2020

Date:

Takhmina Rakhmatova

Name:

Title: Attorney