



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

Lori A. Shilbnette  
Commissioner

Lisa M. Morris  
Director

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

March 4, 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, and 2021-02, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** amendment to an existing memorandum of understanding with Southern New Hampshire University, Manchester, NH, to modify the terms for use of premises for COVID-19 vaccination administration operations, at no cost to the Department and with no change to the completion date of June 30, 2021, effective retroactive to February 10, 2021.

Vendor Name	Vendor Code	Contract Amount
Southern New Hampshire University Manchester, NH	n/a	NO COST
	<b>Total:</b>	<b>NO COST</b>

**EXPLANATION**

This item is **Retroactive** because the Department needed to quickly modify the terms of the memorandum of understanding to further clarify snow removal procedures during vaccination administration operations. This item is **Sole Source** because the memorandum of understanding 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 make a minor change to the scope of work that further clarifies that the Contractor will coordinate snow removal operations with the Department to avoid interruptions to vaccine administration operations.

The Contractor is assisting the Department by providing sufficient space for the storage of vaccine administration operations' equipment and supplies; sufficient outdoor space for vaccinating individuals who will remain in their vehicles; and the right to use common hallways, stairways, elevators necessary for access to the space, and parking areas and lavatories nearest to the space.

The exact number of individuals who will be served from December 14, 2020, to June 30, 2021, will depend on the trajectory of the COVID-19 pandemic.

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

Areas served: Statewide

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Lori A. Shibinette

Commissioner



# New Hampshire Department of Health and Human Services Vaccine Site

## State of New Hampshire Department of Health and Human Services Amendment #1

This 1<sup>st</sup> Amendment to the Vaccine Site Memorandum of Understanding (MOU) (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire University, (hereinafter referred to as the "University").

WHEREAS, pursuant to an agreement (the "MOU") approved by the Governor on December 30, 2020 and presented to the Executive Council as an Information Item on February 3, 2021 (Item #I), the University agreed to perform certain services based upon the terms and conditions specified in the MOU and in consideration of certain sums specified; and

WHEREAS, the Department and the University have agreed to make changes to the scope of work or terms and conditions of the MOU; and

WHEREAS, pursuant to the MOU, Section 2, Term, Subsection 2.2, Modification, the MOU may be modified and extended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to modify the terms of the MOU; and

WHEREAS, all terms and conditions of the MOU not inconsistent with this Amendment #1 remain in full force and effect; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the MOU and set forth herein, the parties hereto agree to amend as follows:

1. Modify Section 3, Responsibilities of the University, Subsection 3.1., Paragraph 3.1.1., to read:
  - 3.1.1. Assist the Department in the provision of the Operations Center and Parking Lot 1 premises (the "Licensed Area") to be used for COVID-19 vaccine administration operations that includes:
    - 3.1.1.1. Sufficient space for the secure storage of vaccine administration operations equipment and supplies that will not be accessible the University's employees.
    - 3.1.1.2. Sufficient parking space for vaccinating individuals who will remain in their vehicles.
    - 3.1.1.3. Coordinating with the Department to continue the University's snow removal responsibility in the areas being used and avoid interruptions to vaccine administration operations.
    - 3.1.1.4. The use of interior and exterior electrical outlets.
    - 3.1.1.5. The right to use in common the hallways, stairways and elevators necessary for access to the space, and parking areas and lavatories nearest to the space.



**New Hampshire Department of Health and Human Services  
Vaccine Site**

All terms and conditions of the Contract not inconsistent with this Amendment remain in full force and effect. This Amendment shall be effective retroactively to February 10, 2021, subject to the Governor's 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, and 2021-01, and any subsequent extensions.

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

State of New Hampshire  
Department of Health and Human Services

2/17/2021

Date

DocuSigned by:

*Lisa M. Morris*

09300DF80C451A0

Name: Lisa M. Morris

Title: Director, Division of Public Health Svcs.

Southern New Hampshire University

2/16/2021

Date

DocuSigned by:

*Mary Dukakis*

A554D282778E4C7

Name: Mary Dukakis

Title: VP Operational Services



**New Hampshire Department of Health and Human Services  
Vaccine Site**

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

OFFICE OF THE ATTORNEY GENERAL

2/26/2021

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "C. Pinos", enclosed in a rectangular box.

D5C4R2020E32C4AE

Name: Catherine Pinos

Title: Attorney

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, and 2021-01, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

# State of New Hampshire

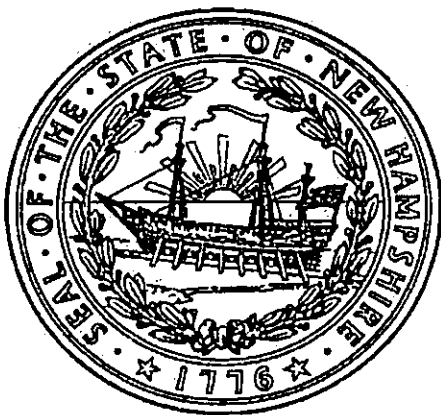
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE UNIVERSITY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 21, 1968. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63841

Certificate Number: 0005046838



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of November A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# Southern New Hampshire University

## Corporate By-Laws and Delegated Authority

I, R. Yvette Clark, General Counsel, herby certify that I am the duly elected Assistant Clerk/Secretary of Southern New Hampshire University. I hereby certify the following is a true statement regarding the Corporate By-Laws of Southern New Hampshire University having been duly adopted by the Board. The Corporate By-Laws read as follows and allow delegated contracting authority as adopted by University Policy.

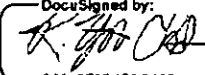
### ARTICLE VII. Special Corporate Acts.

**Section 1. Execution of Written Instruments.** Contracts, deeds, documents and instruments shall be executed by the President, Chief Operating Officer or Treasurer unless (a) the board shall designate another person/and or procedure for execution in a particular situation, (b) the President shall designate a member of the University's Senior Management Team as executor in a particular situation, or (c) in accordance with such policies and procedures as approved by the President. Written instruments requiring attestation shall by attested by the Secretary or Assistant Secretary, or Notary as otherwise required.

Pursuant to the Corporate By-Laws, the University Delegated Authorities Policy was approved by the President effective May 17, 2018 and continues through the present. Pursuant to said Policy, Mary Dukakis, VP, Facilities and Operational Services, is duly authorized to enter into contracts or agreements up to \$250,000 on behalf of Southern New Hampshire University.

I hereby certify that said Delegated Authorities Policy pursuant to the Corporate By-Laws has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

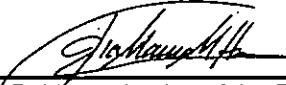
DATED: February 17, 2021

DocuSigned by:  
  
ATTEST: C2342F8B45CC435...  
R. Yvette Clark, General Counsel

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Subscribed and sworn to (or affirmed) before me this 17 day of February, 2021 by

R. Yvette Clark  
Name of Clerk/Secretary

  
Notary Public or Justice of the Peace  
My commission expires September 7, 2021



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

Lori A. Shibiante  
 Commissioner

Lisa M. Morris  
 Director

29 HAZEN DRIVE, CONCORD, NH 03301  
 603-271-4501 1-800-852-3345 Ext. 4501  
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December 31, 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, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into **Retroactive, Sole Source** memoranda of understanding with the Contractors listed below, in an amount not to exceed \$5,000, for the provision of premises use for COVID-19 vaccination administration operations, with the option to renew for up to one (1) additional year, effective retroactive to December 14, 2020, through June 30, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Contract Amount
Plymouth State University of the University System of New Hampshire Plymouth, NH	TBD	\$5,000
Lakes Region Community College Laconia, NH	n/a	NO COST
River Valley Community College Claremont, NH	n/a	NO COST
Southern New Hampshire University Manchester, NH	n/a	NO COST
	<b>Total:</b>	<b>\$5,000</b>

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-095-090-902510-19010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF INFECTIOUS DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90027027	\$5,000



			<b>Total</b>	<b>\$5,000</b>
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**EXPLANATION**

This item is **Retroactive** because more time was needed to negotiate and finalize the scope of the work prior to the Contractors accepting the terms of the agreement. This item is **Sole Source** because the Department, in the interest of the public's health and safety, identified Contractors throughout the state with available space that could be quickly accessed to set up and begin COVID-19 vaccination distribution operations.

The purpose of this item is to establish memoranda of understanding (MOU) with four (4) of the thirteen (13) fixed sites currently identified to be used for COVID-19 vaccination administration operations. The remaining sites will be located at State-owned facilities or did not request MOUs.

The Contractors are assisting the Department by providing sufficient space for the storage of vaccine administration operations equipment and supplies; sufficient outdoor space for vaccinating individuals who will remain in their vehicles; and the right to use common hallways, stairways and elevators necessary for access to the space, and parking areas and lavatories nearest to the space. One of the Contractors, Plymouth State University, will receive funding for the use of paid parking spaces where the vaccines will be distributed. Vaccination distribution operations are expected to be conducted at sites statewide up to five (5) days per week.

The exact number of individuals who will be served from December 14, 2020, to June 30, 2021, will depend on the trajectory of the COVID-19 pandemic.


As referenced in Section 2, Term, Subsection 2.2, Modification, of the attached MOUs, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: CFDA #93.354, FAIN #NU90TP922106

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

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

SOUTHERN NEW HAMPSHIRE UNIVERSITY

MOU-2021-DPHS-03-VACCI-04

**1. GENERAL PROVISIONS**

- 1.1. This agreement is made between Southern New Hampshire University, located at 2500 North River Road, Manchester, NH, 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 Memorandum of Understanding (MOU) is to set forth the roles and responsibilities of the parties regarding the provision of premises use for COVID-19 vaccination administration operations.

**2. TERM**

- 2.1. Effective date and duration: This MOU is effective on December 14, 2020, through June 30, 2021, subject to the Governor's approval pursuant to Executive Order 2020-04, as extended by 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and any subsequent extensions.
- 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 satisfactory performance of responsibilities and appropriate State approval.
- 2.3. Termination: Either party may unilaterally terminate this MOU for any reason 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 THE UNIVERSITY**

- 3.1. The University agrees to:
  - 3.1.1. Assist the Department in the provision of the Operations Center and Parking Lot 1 premises (the "Licensed Area") to be used for COVID-19 vaccine administration operations that includes:
    - 3.1.1.1. Sufficient space for the secure storage of vaccine administration operations equipment and supplies that will not be accessible the University's employees.
    - 3.1.1.2. Sufficient parking space for vaccinating individuals who will remain in their vehicles.
    - 3.1.1.1. Continuing the University's snow removal responsibility in the areas being used for vaccine administration operations, provided however, the University will discontinue any vaccine clinical operations should snow totals for a storm exceed 3" in depth, or should the course of the storm prove too difficult for congruent operations of the clinic and snow removal. University reserves the right to determine the closure of the



**Memorandum of Understanding Between  
Department of Health and Human Services and  
Southern New Hampshire University**

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clinic related to snow and inclement weather the day before or during the weather event in its sole discretion.

3.1.1.2. The use of interior and exterior electrical outlets.

3.1.1.3. The right to use in common the hallways, stairways and elevators necessary for access to the space, and parking areas and lavatories nearest to the space.

3.1.2. Ensure access to the space a minimum of five (5) days per week, unless otherwise agreed upon by the parties.

3.1.3. Maintain, at its own expense, the space in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the space.

**4. RESPONSIBILITIES OF THE DEPARTMENT**

4.1. The Department acknowledges and agrees that it accepts the Licensed Area in "as is" condition, that University is under no obligation to make any repairs, renovations, or alterations to the Licensed Area, and that University has made no representations or warranties regarding the fitness of the Licensed Area for Licensee's intended purpose or use. Department agrees to leave the Licensed Area in as good condition as the Licensed Area was in at the beginning of this MOU, reasonable wear and tear accepted. Department shall make no temporary or permanent modifications to the Licensed Area without the prior written consent of University, and Department shall be solely responsible for the cost of any damage, including loss or theft, to the Licensed Area, and any equipment or property damage caused by Department, its officers, employees, agents, invitees or third party vendor.

4.2. The Department agrees to use and occupy the Licensed Area in a safe and careful manner and in accordance with all of Universities policies, regulations, rules and practices, and in compliance with all applicable state and federal laws. The University assumes no responsibility whatsoever for any property placed in said Licensed Area by Department, its employees, its agents, its guests, its patrons and its invitees and the University is hereby expressly relieved and discharged from any and all liabilities for any loss injury or damages to person or property that may be sustained by reason of the use of said Licensed Area by the Department under this MOU.

4.3. The Department agrees to use only the Licensed Area and only for the purposes set forth in this MOU.

4.4. If Department, its officers, servants, agents, employees, or invitees shall use or access University's network, wireless internet, or computing assets, or be provided guest login credentials of any kind to access University information technology systems under the terms of this MOU, Department shall ensure that all such individuals agree to and follow University's Network Acceptable Use policy, available at: <https://www.snhu.edu/admission/academic-catalogs/coce-catalog#/policy/SJmZjh49b>

4.5. Control of Premises: Department acknowledges and agrees that the Licensed Area shall at all times be under the control of University, and duly authorized representatives of University shall have the right to enter the Licensed Area at all times during the term



**Memorandum of Understanding Between  
Department of Health and Human Services and  
Southern New Hampshire University**

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of this MOU. Department shall at all times conduct itself so as not to interfere in any way with the operations of the University. Department agrees to observe and obey all directives given by University's personnel including but not limited to directives related to maintenance and public safety. Department shall further agree to take responsibility for the implementation and enforcement of these items and to cause its agents, employees, invitees, guests, and members of the audience to comply with all reasonable requests of University, its personnel and security agents, relating to the Licensed Area, Southern New Hampshire University campus and Facilities and the operations thereof.

- 4.6. The Department is self-insured and will provide coverage pursuant to the attached letter The State of New Hampshire's Self-Insurance Program and Automobile Liability Insurance Coverage.

**5. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES:**

- 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. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOU.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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 the State.
- 5.7. Under State law, specifically RSA 21-P:41 and RSA 21-P:53, entities and emergency management workers engaged in emergency management activities are immune from suit.
- 5.8. Under State law, specifically RSA 21-P:42, entities who grant a license or privilege or otherwise permits the designation or use of the whole or any part or parts of such real



**Memorandum of Understanding Between  
Department of Health and Human Services and  
Southern New Hampshire University**

estate or premises or private property for the purpose of compliance or attempting to comply with this subdivision during an actual or impending emergency or practice exercise, together with his or her successors in interest, if any, shall not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises or private property or loss of, or damage to, the property of such person.

**APPROVALS:**

State of New Hampshire  
Department of Health and Human Services

12/21/2020

Date

DocuSigned by:

*Lisa M. Morris*

0028DBF8C6A4A0

Name: Lisa M. Morris

Title: director, Division of Public Health Srvc.

Southern New Hampshire University

12/21/2020

Date

DocuSigned by:

*Mary Dukakis*

AES48003770E407

Name: Mary Dukakis

Title: vp operational services



**Memorandum of Understanding Between  
Department of Health and Human Services and  
Southern New Hampshire University**

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

**OFFICE OF THE ATTORNEY GENERAL**

12/22/2020

Date: \_\_\_\_\_

DocuSigned by:

D5CA0202E32C4AE  
Name: Catherine Pinos

Title: Attorney

The foregoing Memorandum of Understanding was approved by the following authority of the State of New Hampshire:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name:

Title:



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
RISK MANAGEMENT UNIT  
25 Capitol Street - Room 412  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603) 271-8201

Joyce Pitman  
Director  
(603) 271-3180

February 24, 2020

RE: The State of New Hampshire's Self-Insurance Program and Automobile Liability Insurance Coverage

To Whom It May Concern:

The purpose of this letter is to describe the State of New Hampshire's self-insurance program and fleet liability insurance coverage. This letter may be presented to individuals requesting information about the State's general liability self-insurance program, workers' compensation self-insurance program, or automobile liability insurance coverage.

### **General Liability Self-Insurance Program**

The State of New Hampshire (State) does not maintain liability insurance coverage for the general operations of its agencies. Instead, the State has elected to self-insure for general liability exposures. Any liability or costs incurred by the State arising from loss or damage to a third-party would be handled as a general obligation of the State. Per RSA 541-B:14, I, all claims arising out of any single incident against any agency for damages in tort actions is limited to an award not to exceed \$475,000 per claimant and \$3,750,000 per any single incident.


### **Automobile Liability Insurance Coverage**

The State maintains automobile liability coverage through Chubb Insurance. The policy provides liability limits for bodily injury coverage of \$250,000 per person/\$500,000 per accident and property damage coverage of \$100,000 per accident.

### **Workers' Compensation Self-Insurance Program**

All State employees are covered under the State's self-funded workers' compensation program. The State's third party administrator for workers' compensation claims is Cross Insurance TPA, Inc., with contract effective dates of July 1, 2015 through July 1, 2022.

Please do not hesitate to contact the Division of Risk and Benefits at (603) 271-3180 if you have any questions concerning this letter.

By:   
Name: Joyce Pitman  
Title: Director of Risk & Benefits