

G
mac



Lori A. Shibamoto
Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 24, 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 Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** amendment to an existing contract with the City of Concord, (VC#177376 B001), Concord, NH, to continue providing Commander services to support COVID-19 Testing Program, Alternate Care Sites and surge facilities in strategic areas around the state, by increasing the price limitation by \$53,109 from \$39,157 to \$92,266 and by extending the completion date from May 31, 2020, to August 31, 2020, effective retroactive to June 1, 2020. 42% General Funds and 58% Federal Funds.

The original contract was approved by the Governor on May 11, 2020, and presented to the Governor and Council at the May 20, 2020, meeting as Informational Item #A.

Funds are available in the following account for State Fiscal Year 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.

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-502664	Contracts for Op Svc	95010999	\$39,157	-0-	\$39,157
			Sub-Total	\$39,157	-0-	\$39,157

**05-95-90-903010-19010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS
 DEPT, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC
 CARES COVID-19**

State Fiscal Year	Class/ Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Op Svc	90183518	-0-	\$53,109	\$53,109
			Sub-Total	-0-	\$53,109	\$53,109
			TOTAL	\$39,157	\$63,109	\$92,266

EXPLANATION

This item is **Retroactive** because the funding for these services was depleted as of May 31, 2020, due to the increased volume of COVID-19 testing and time needed to coordinate the extensive Testing Program and Metropolitan Medical Response System. Further, more time was needed to negotiate and finalize the scope of work prior to the Contractor accepting the terms of the agreement while there was a continued need for services due to the number of people requiring services as a result of the spread of COVID-19. This item is **Sole Source** because the original contract was approved as a sole source contract and MOP 150 requires all subsequent amendments to be identified as Sole Source.

The Contractor will provide the services of a Task Force Commander for the Metropolitan Medical Response System (MMRS) Task Force 1 (the Task Force or MTF-1). The Contractor will provide supervision and management of a volunteer task force that will support COVID-19 Alternate Care Site and surge facilities in strategic areas around the state, COVID testing statewide including fixed testing sites, long-term care, other residential and congregate care sites, and COVID-19 outbreaks across the State of NH. The Task Force will include doctors, nurses, paramedics, pharmacists, EMTs, mental health professionals, and non-medical personnel.

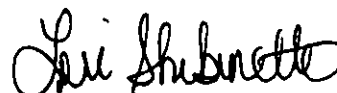
The Contractor will provide direct supervision of volunteer and other MMRS MTF-1 team members and will recruit volunteers to provide medical support to first responders during incidents statewide, including hazardous material events, mass casualty incidents, public health events, and assistance to hospitals during a surge event.

As referenced in Exhibit A Revisions to Standard Contract Provisions, Section 1. Revisions to Form P-37, General Provisions, Sub-section 1.2, Paragraph 3.3, of the original contract, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and appropriate State approval. The Department is exercising its option to renew services for three (3) months of the twelve (12) months available.

Area served: Statewide

Source of Funds: 42% General Funds, 58% Federal Funds

Respectfully submitted,


 Lori A. Shibinette
 Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the MMRS Services – Commanders for COVID 19 Contract

This 1st Amendment to the MMRS Services – Commanders for COVID-19 contract (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 the City of Concord, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 41 Green Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on May 11, 2020, as presented to the Executive Council on May 20, 2020 (Informational Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2, of the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Modify Form P-37 General Provisions, Block 1.6, Account Number, to Add:
05-095-090-903010-19010000-102-500731
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
August 31, 2020.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$92,266
4. Add Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.10., to read:
1.10. The Contractor shall oversee the implementation of the "Test Everyone" phase of the Covid-19 response. The Contractor shall:
 - 1.10.1. Coordinate and oversee clinics for community testing and specimen collection efforts of New Hampshire residents, including Nursing Home residents and staff.
 - 1.10.2. Manage voluntary staff ensuring staffing levels necessary to perform specimen collections in the community and residential facilities for Covid-19 testing.
 - 1.10.3. Schedule volunteers, as appropriate and necessary, to ensure the widest possible coverage for testing.
 - 1.10.4. Provide logistical coordination for specimen collection clinics.
5. Modify Exhibit C, Payment Terms, Section 3, Subsection 3.1.2., to read:
 - 3.1.2. The State shall pay the Contractor up to \$85,653 for services performed in accordance with the Exhibit B, Scope of Services and in compliance with funding requirements through the Contract Completion Date indicated in Block 1.7 of Form P-37, General Provisions, as follows:
 - 3.1.2.1. For the period of March 23, 2020 through May 31, 2020, the State shall pay the Contractor a maximum of \$3,628.20 per week for 10 weeks not to

New Hampshire Department of Health and Human Services
MMRS Services – Commanders for COVID 19



exceed \$36,282.

3.1.2.2. For the period of June 1, 2020 through August 31, 2020, the State shall pay the Contractor a maximum of \$748.04 per day for 66 days not to exceed \$49,371.

6. Modify Exhibit C, Payment Terms, Section 3, Subsection 3.1.3, to read:

3.1.3. The State shall pay the Contractor an amount not to exceed \$6,612.50 for vehicle use, calculated as follows:

3.1.3.1. For the period of March 23, 2020 through May 31, 2020, the State shall pay the Contractor a maximum of \$2,875 calculated at \$0.575 per mile at 500 miles per week for 10 weeks.

3.1.3.2. For the period of June 1, 2020 through August 31, 2020, the State shall pay the Contractor a maximum of \$3,737.50 calculated at \$0.575 per mile at 500 miles per week for 13 weeks.

7. Modify Exhibit C, Payment Terms, Section 5 to read:

5. In lieu of hard copies, all invoices should be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov

8. Modify Exhibit C, Payment Terms, Section 7, to read:

7. RESERVED

New Hampshire Department of Health and Human Services
MMRS Services – Commanders for COVID 19

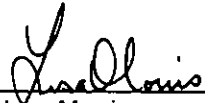


All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactively to June 1, 2020, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, and 2020-14.

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

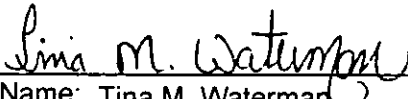
State of New Hampshire
Department of Health and Human Services

July 20, 2020
Date


Name: Lisa Morris
Title: Director - Division of Public Health Services

City of Concord

July 16, 2020
Date


Name: Tina M. Waterman
Title: Purchasing Manager



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

OFFICE OF THE ATTORNEY GENERAL

07/22/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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, and 2020-14.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



CITY OF CONCORD

New Hampshire's Main Street™
City Manager's Office

Thomas J. Aspell, Jr.
City Manager

Purchasing Responsibility and Authority

The City of Concord, a municipal corporation existing under the laws of the State of New Hampshire, with a usual place of business at 41 Green Street, Concord, Merrimack County, New Hampshire, by its City Charter and in accordance with Chapter 31, Article 31-1 of the Administrative Code, "Purchasing and Contract Procedure," establishes purchasing and contract procedures, including the assignment of responsibility and authority for making purchases and signing contracts on behalf of the City of Concord to Tina M. Waterman, City of Concord Purchasing Manager.

Dated this 26th day of March 2018.

Attest:

Thomas J. Aspell, Jr., City Manager

On this 26th day of March 2018, before me, Suzanne M. Stevens, the undersigned, personally appeared Thomas J. Aspell, Jr., who acknowledged himself to be the City Manager for the City of Concord, New Hampshire, and that he, as the City Manager, being authorized to do so, executed the foregoing instrument for the purpose herein contained.

In witness thereof, I hereunto set my hand and official seal.

Notary Public: Suzanne M. Stevens

SEAL

My Commission Expires:

SUZANNE M. STEVENS, Notary Public
My Commission Expires February 15, 2022



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.

Participating Member: City of Concord 41 Green Street Concord, NH 03301		Member Number: 145	Company Affording Coverage: 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)	7/1/2020	7/1/2021	<input type="checkbox"/>	Each Occurrence	\$ 5,000,000
	Professional Liability (describe)			<input type="checkbox"/>	General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			<input type="checkbox"/>	Fire Damage (Any one fire)	
				<input type="checkbox"/>	Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)		\$5,000,000
	Deductible Comp and Coll: \$1,000 Any auto			Aggregate		\$5,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	7/1/2020	7/1/2021	<input checked="" type="checkbox"/>	Statutory	
				<input type="checkbox"/>	Each Accident	\$2,000,000
				<input type="checkbox"/>	Disease - Each Employee	\$2,000,000
				<input type="checkbox"/>	Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2020	7/1/2021	Blanket Limit, Replacement Cost (unless otherwise stated)		Deductible: \$1,000
Description: Proof of Primex Member coverage only.						

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
			By: <i>Mary Beth Purcell</i>
			Date: 7/16/2020 mpurcell@nhprimex.org
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

A mac



Lori A. Shibamoto
Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
FAX: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 12, 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 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** contract with the City of Concord, (VC# 177376 B001) Concord, NH in the amount of \$39,157 to provide Commander services to support COVID-19 Alternate Care Sites and surge facilities in strategic areas around the state, with the option to renew for up to one (1) additional year, effective retroactive to March 23, 2020 through May 31, 2020. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2020, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	103-502884	Contracts for Op Svc	95010999	\$39,157
			Total	\$39,157

EXPLANATION

This contract is **Retroactive** because of the need to stand services up immediately due to increased number of people requiring services as a result of the spread of COVID-19. This item is **Sole Source** because the Department, in the interest of the public's health and safety, identified vendors with capacity to quickly respond to the COVID-19 pandemic.

The Contractor will provide the services of a Task Force Commander for the Metropolitan Medical Response System (MMRS) Task Force 1 (MTF-1). The Contractor will provide supervision and management of a volunteer task force that will support the eight (8) COVID 19 Alternate Care Sites and surge facilities in strategic areas around the state. The Task Force will include doctors, nurses, pharmacists, paramedics, EMT's, mental health professionals and non-medical personnel.

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

The Contractor will provide direct supervision of volunteer MMRS MTF-1 team members and will recruit volunteers to provide medical support to first responders during incidents, statewide including hazardous material events, mass casualty incidents, public health events and assisting hospitals during a surge event.

As referenced in Exhibit A Revisions to Standard Contract Provisions, Section 1. Revisions to Form P-37, General Provisions, Sub-section 1.2, Paragraph 3.3, of the attached contract, the parties have the option to extend the agreement for up one (1) additional year.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully Submitted,



Lori A. Shibinette
Commissioner

Subject: MMRS Services - Commanders for COVID 19 (SS-2020-ESU-03-MMRS-01)

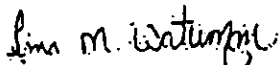
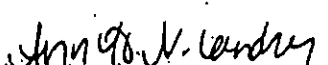

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name City of Concord		1.4 Contractor Address 41 Green Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 230-3664	1.6 Account Number 05-95-95-950010-56760000	1.7 Completion Date May 31, 2020	1.8 Price Limitation \$39,157
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 4/09/2020		1.12 Name and Title of Contractor Signatory Tina M. Waternan, Purchasing Manager	
1.13 State Agency Signature  Date: 4/9/2020		1.14 Name and Title of State Agency Signatory Ann Landry, Assoc. Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/29/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 given in blocks 1.2 and 1.4, herein.

17. **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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on March 23, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide Commander services to support the eight (8) COVID 19 Alternate Care Sites and surge facilities in strategic areas around the state, as implemented by the State of New Hampshire. The Contractor shall:
 - 1.1.1. Accept and process applications for members to join and assist in the response to COVID19.
 - 1.1.2. Provide subject matter expertise to the State of New Hampshire surge and Alternate Care Site response
- 1.2. The Contractor shall provide direct supervision of volunteer Metropolitan Medical Response System (MMRS) Medical Task Force 1 (MTF-1) team members, which may include but are not limited to:
 - 1.2.1. Doctors.
 - 1.2.2. Nurses
 - 1.2.3. Pharmacists.
 - 1.2.4. Paramedics.
 - 1.2.5. EMT's.
 - 1.2.6. Mental health professionals.
 - 1.2.7. Non-medical personnel.
- 1.3. The Contractor shall recruit volunteers to provide medical support to first responders during incidents, statewide, which may include but are not limited to:
 - 1.3.1. Hazardous material events.
 - 1.3.2. Mass casualty incidents.
 - 1.3.3. Weapons of mass destruction.
 - 1.3.4. Public health events.
 - 1.3.5. Assisting hospitals during a surge event.
- 1.4. The Contractor shall ensure volunteers selected for the MMRS MTF-1 team are qualified to perform tasks/duties pertinent to his/her medical profession and/or license.
- 1.5. The Contractor shall maintain a method of receiving communications from the Department. The Contractor shall:

New Hampshire Department of Health and Human Services
MMRS Services – Commanders for COVID 19
EXHIBIT B



- 1.5.1. Receive notifications from the Department for deployment of the MMRS MTF-1 team.
- 1.5.2. Maintain ongoing communications with the Department prior to, during and post deployment.
- 1.5.3. Provide a roster of MMRS MTF-1 members to be deployed within 24 hours of receiving notice of need; unless otherwise specified.
- 1.5.4. Alert selected team members in Section 2.4.3, above, of imminent deployment.
- 1.5.5. Maintain an alert system to notify volunteer MMRS MTF-1 members of confirmed deployment details.
- 1.6. The Contractor shall ensure the MMRS MTF-1 team is ready for deployment. The Contractor shall:
 - 1.6.1. Coordinate with the MMRS Task Force – 1 Logistics Coordinator to ensure all materials, pharmaceuticals, protective gear, and other necessary equipment are ready for deployment.
 - 1.6.2. Confirm credentials of all volunteers being deployed.
 - 1.6.3. Communicate action plan for deployment to all volunteers, including but not limited to, briefing volunteers of the emergency or disaster event.
 - 1.6.4. Confirm and communicate transportation plans to and from emergency or disaster event.
 - 1.6.5. Confirm and communicate expectations of methods of communication to be utilized in the field during the emergency or disaster event.
 - 1.6.6. Coordinate, confirm and communicate any other pertinent information needed to effectively deploy the MMRS MTF-1 team.
- 1.7. The Contractor shall collaborate with the incident commander, or other selected designee, to determine the best use of the MMRS MTF – 1 team through clear concise communication both written and orally.
- 1.8. The Contractor shall maintain inventories specified by the Department, which includes, but is not limited to:
 - 1.8.1. Pharmaceuticals and disposal disposition sheets, pre and post incident.
 - 1.8.2. Non-pharmaceutical related equipment and supplies, pre and post incident.

New Hampshire Department of Health and Human Services
MMRS Services – Commanders for COVID 19
EXHIBIT B



-
- 1.8.3. An annual non-pharmaceutical related equipment and supply of all non-pharmaceutical related equipment available to the MMRS MTF – 1 team.
- 1.9. The Contractor shall facilitate team meetings of MMRS MTF -1 team members on a quarterly basis to update team members on current policies, procedures and/or preferred methods of service delivery, statewide.
- 2. Reserved**
- 3. Reporting Requirements**
- 3.1. The Contractor shall provide reports to the Department that may include but are not limited to:
- 3.1.1. After action reports that detail information regarding the emergency or disaster events.
 - 3.1.2. Quarterly reports that include information regarding volunteer recruitment, training and retention.
 - 3.1.3. An annual report detailing volunteer availability, statewide, that includes any specialty personnel.
- 3.2. The Contractor shall provide survey, as approved by the Department, to all volunteers post training to measure favorability of training materials and/or delivery of training.
- 4. Additional Terms**
- 4.1. Impacts Resulting from Court Orders or Legislative Changes**
- 4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

New Hampshire Department of Health and Human Services
MMRS Services – Commanders for COVID 19
EXHIBIT B



4.2. Culturally and Linguistically Appropriate Services (CLAS)

4.2.1. The Contractor shall utilize Department interpretation and translation services, as needed, in the event of a public emergency.

4.3. Operation of Facilities: Compliance with Laws and Regulations

4.3.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

5. Records

5.1. The Contractor shall keep records that include, but are not limited to:

5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

5.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of



EXHIBIT B

the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
MMRS Services – Commanders for COVID 19
EXHIBIT C



Payment Terms

1. This Agreement is funded by 100% General Funds.
2. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.0. et seq.
3. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
 - 3.1.1. The Contractor shall submit invoices, on Department supplied forms, by the fifteenth (15th) day of each month, which identifies hours billed, date worked, rate, total and activity completed.
 - 3.1.2. The State shall pay the Contractor a maximum of \$3,628.20 per week for 10 weeks for a total of \$36,282, for services performed in accordance with the Exhibit B, Scope of Services and in compliance with funding requirements through the Contract Completion Date indicated on in Block Form P-37, General Provisions.
 - 3.1.3. The State shall pay the Contractor a maximum of \$2,875 for vehicle use calculated at \$0.575 per mile/500 miles per week/10 weeks.
 - 3.1.4. The total of the payments made pursuant to this Agreement shall not exceed the price limitation set forth in Block 1.8 of the Form P-37 General Provisions:
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov, or invoices may be mailed to:

Beth Kelly, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. Should the Contract Term be extended beyond the original Contract Completion date for any length of time in accordance with Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.2, the weekly rate for

New Hampshire Department of Health and Human Services
MMRS Services – Commanders for COVID 19
EXHIBIT C



additional weeks shall be no more than an all inclusive weekly rate of \$3,916.00 per week.

8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.