



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4493 1-800-852-3345 Ext. 4493  
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September 14, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, to enter into a grant agreement with Mary Hitchcock Memorial Hospital (Vendor #177651-B001), One Medical Center Drive, Lebanon, NH 03756, under which the Division of Public Health Services will provide five portable ventilators and necessary accessories valued at \$34,950.00 to enhance respiratory medical capacity in response to a large-scale health emergency, using funding supported by the federal Department of Homeland Security Grant to New Hampshire, to be effective on the date of Governor and Council approval, and until the grant agreement is terminated by one of the parties. Funds for the state purchase of the portable ventilators, pursuant to this grant agreement, were established in:

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

The funds were established in two stages: 1) in an item approved by the Legislative Fiscal Committee on November 15, 2010 #FIS 10-339 and by the Governor and Executive Council on December 8, 2010 Item #129; and 2) in an item approved by the Legislative Fiscal Committee on October 28, 2011 #FIS 11-303 and by the Governor and Executive Council on November 9, 2011 Item #97. Under this grant agreement, no funds are being exchanged between Mary Hitchcock Memorial Hospital and the Division of Public Health Services. The Division of Public Health Services is providing the portable ventilators to Mary Hitchcock Memorial Hospital at a cost to the Division of Public Health Services of \$34,950.00. Funding is supported by 100% Other Funds from the Department of Safety that had been secured under the federal Homeland Security Grant.

**EXPLANATION**

Under this grant agreement for the preparedness initiative 'Critical Care and Supplemental Oxygen Program,' the Division of Public Health Services will provide five portable ventilators and associated accessories, purchased by the Division of Public Health Services with federal Department of Homeland Security grant funds from the Department of Safety, for use during public health emergencies that pose respiratory problems requiring ventilator equipment (for example, an outbreak of severe pandemic influenza). Under the grant agreement, the hospital agrees to: participate in the training provided by the Division of Public Health Services on the use of the ventilators; inventory them and provide routine maintenance; and deploy the ventilators when needed in its service area or another part of the state, as requested by the Division of Public Health Services. The intent of these funds is to reduce adverse clinical outcomes in New Hampshire that could result from a lack of adequate numbers of ventilators to support patients with significant respiratory issues.

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

The offer to participate in the 'Critical Care and Supplemental Oxygen Program,' was made in person and in writing to: a) the Emergency Management Coordinators from the 26 eligible, participating acute care hospitals in the Hospital Preparedness Program; b) one specialty hospital with patients on ventilators; and c) the federally-funded Northern New England Metropolitan Medical Response System (MMRS) unit at Dartmouth College, a unique and critical partner in New Hampshire's planning and response for wide-scale medical emergencies. Twenty-one hospitals and the one Metropolitan Medical Response System unit responded affirmatively, and were then sent the Grant Agreement and associated documents to sign and return. Due to Department of Homeland Security grant requirements regarding preparedness funds designated for local communities, the Division of Public Health Services can purchase and provide the equipment directly to a hospital only if the municipality in which it is located agrees in writing with that arrangement. For this reason, the grant agreement document also includes the signature of an authorized individual from the municipality. Attached is the list of twenty-one hospitals and the one Metropolitan Medical Response System unit that responded affirmatively to participating in this initiative at this time.

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

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

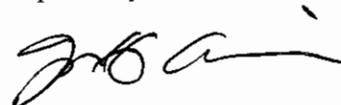
- By December 31, 2012, the portable ventilators will be inventoried by the hospital, and operational.
- By December 31, 2012, hospital clinical staff will be trained on the use of the portable ventilator.
- By December 31, 2012, the hospital will be prepared to provide the Division with usage data on the ventilators, in order to continually assess the program and make improvements where needed.

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

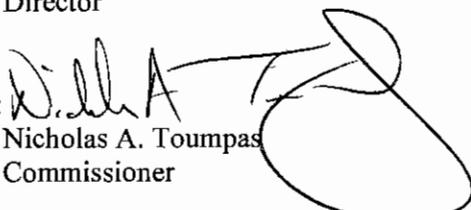
Source of Funds: 100% Other Funds from the Department of Safety that had been secured under the Federal Homeland Security Grant.

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

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:   
Nicholas A. Toumpas  
Commissioner

ATTACHMENT  
Critical Care and Supplemental Oxygen Program  
Hospitals and MMRS Accepting Portable Ventilators

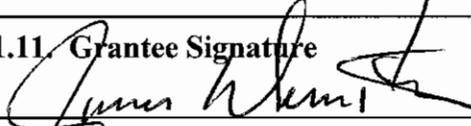
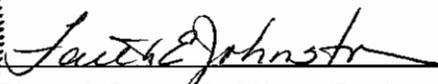
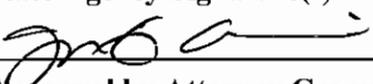
	NAME	ADDRESS	
1	Androscoggin Valley Hospital	59 Page Hill Rd, Berlin, NH	03570
2	Catholic Medical Center	100 McGregor Street, Manchester, NH	03102
3	Cheshire Medical Center	580 Court Street, Keene, NH	03431
4	Concord Hospital	250 Pleasant St., Concord, NH	03301
5	Cottage Hospital	90 Swiftwater Rd, Woodsville, NH	03785
6	Crotched Mountain Rehabilitation Center, Inc.	One Verney Drive, Greenfield, NH	03047
7	Mary Hitchcock Memorial Hospital	One Medical Center Drive, Lebanon, NH	03756
8	Elliot Hospital	One Elliot Way, Manchester, NH	03103
9	LRGHealthcare dba Franklin Regional Hospital	18 Aiken Ave, Franklin, NH	03235
10	Frisbie Memorial Hospital	11 Whitehall Rd, Rochester, NH	03867
11	Huggins Hospital	240 South Main St, Wolfeboro, NH	03894
12	LRGHealthcare dba Lakes Region General Hospital	80 Highland St, Laconia, NH	03246
13	Littleton Regional Hospital	600 St. Johnsbury Rd, Littleton, NH	03561
14	Monadnock Community Hospital	452 Old Street Rd., Peterborough, NH	03458
15	New London Hospital	273 Country Rd., New London, NH	03257
16	Southern NH Medical Center	8 Prospect St, Nashua, NH	03061
17	Speare Memorial Hospital	16 Hospital Road, Plymouth, NH	03264
18	Upper Connecticut Valley Hospital	181 Corliss Lane, Colebrook, NH	03576
19	Valley Regional Hospital, Inc.	243 Elm St., Claremont, NH	03743
20	Weeks Medical Center	173 Middle St, Lancaster, NH	03584
21	Wentworth-Douglass Hospital	789 Central Ave, Dover, NH	03820
22	MMRS at Dartmouth College	11 Rope Ferry Road, Hanover, NH	03755

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2. State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3. Grantee Name</b> Mary Hitchcock Memorial Hospital		<b>1.4. Grantee Address</b> One Medical Center Drive Lebanon, NH 03756	
<b>1.5. Effective Date</b> Date of G&C approval	<b>1.6. Completion Date</b> Until Terminated	<b>1.7. Audit Date</b> N/A	<b>1.8. Grant Limitation</b> 5 Portable Ventilators
<b>1.9. Grant Officer for State Agency</b> Joan H. Ascheim, Bureau Chief		<b>1.10. State Agency Telephone No.</b> (603) 271-4501	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> James N. Weinstein, MD, CEO & President	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Grafton</u> , on <u>9/26/12</u> , Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.14. Signature of Notary Public or Justice of the Peace</b> 			
<b>1.15. Name and Title of Notary Public or Justice of the Peace</b> FAITH E. JOHNSTON			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Joan H. Ascheim, Bureau Chief	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By: <u>James P. Herick</u> Assistant Attorney General, On: <u>11 26 Sept. 2012</u>			
<b>1.17. Approval by the Governor and Council</b>  <p style="text-align: right;">On: / /</p>			

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

3. EFFECTIVE DATE; COMPLETION OF PROJECT.

3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").

3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS.

4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs

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

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. failure to perform the Project satisfactorily or on schedule; or

11.1.2. failure to submit any report required hereunder; or

11.1.3. failure to maintain, or permit access to, the records required hereunder; or

11.1.4. failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

## EXHIBIT A

### **1. GENERAL PROJECT DESCRIPTION**

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

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

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

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

### **2. WORK TO BE PERFORMED BY GRANTEE**

Mary Hitchcock Memorial Hospital

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

### **3. WORK TO BE PERFORMED BY GRANTOR**

The DHHS:

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

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

**4. EFFECTIVE DATE**

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

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## EXHIBIT B

### 1. PROJECT COSTS

#### 1.1 Project Costs

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

### 2. PAYMENT SCHEDULE

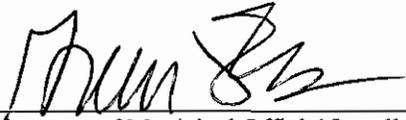
#### 2.1 Payment of Project Costs

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

**EXHIBIT C**

1. The term "funds" in this grant agreement is defined to include "equipment."
2. Regarding the federal requirement that these 80% Local Homeland Security Grant Program funds be used for the benefit of local units of government, the Municipality of Lebanon, NH, authorizes Mary Hitchcock Memorial Hospital to accept, maintain and deploy the respiratory equipment on its behalf.

Municipality of Lebanon, NH

  
\_\_\_\_\_  
Signature of Municipal Official Legally  
Designated to Sign Agreements/Contracts

  
\_\_\_\_\_  
Print Name Date

**POINTS OF CONTACT**

DHHS

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

Hospital Program Contact

Name and Title Scott Slogic  
Address Mary Hitchcock Memorial Hospital  
One Medical Center Drive, Lebanon, NH 03756  
Phone (603) 650-6803  
FAX (603) 650-4360  
Email address scott.slogic@hitchcock.org

**NH Department of Health and Human Services**

**Standard Exhibit D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS  
US DEPARTMENT OF EDUCATION – CONTRACTORS  
US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner  
NH Department of Health and Human Services,  
129 Pleasant Street  
Concord, NH 03301**

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



**NH Department of Health and Human Services**

**Standard Exhibit E**  
**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS**  
**US DEPARTMENT OF EDUCATION – CONTRACTORS**  
**US DEPARTMENT OF AGRICULTURE – CONTRACTORS**

Programs (indicate applicable program covered):

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

**Contract Period: Date of G&C Approval, through termination**

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

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

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

	President & CEO
_____ Contractor Signature	_____ Contractor's Representative Title
Mary Hitchcock Memorial Hospital	9/4/12
_____ Contractor Name	_____ Date

**NH Department of Health and Human Services**

**Standard Exhibit F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

**Instructions for Certification**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

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

**PRIMARY COVERED TRANSACTIONS**

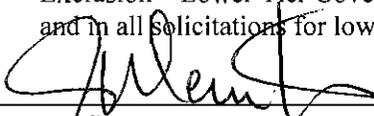
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
  - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**Lower Tier Covered Transactions**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

 _____ <b>Contractor Signature</b>	President & CEO _____ <b>Contractor's Representative Title</b>
Mary Hitchcock Memorial Hospital _____ <b>Contractor Name</b>	9/4/12 _____ <b>Date</b>

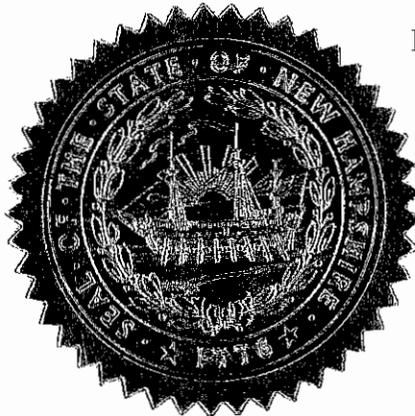
**NH Department of Health and Human Services**

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

# 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 MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed August 7, 1889. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17<sup>th</sup> day of April A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

I, Jennie L. Norman of Mary Hitchcock Memorial Hospital, do hereby certify that:

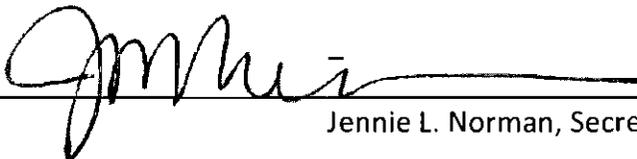
1. I am the duly elected Secretary of the Board of Trustees of Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt of the Bylaws of Mary Hitchcock Memorial Hospital:

**ARTICLE 15 – EXECUTION OF PAPERS**

Except in the cases where the Board of Trustees authorizes the execution thereof in some other manner, all deeds, transfers, contracts, bonds, notes, drafts, and other obligations for the payment of money made, accepted or endorsed by the Hospital except as otherwise provided in these Bylaws, shall be signed by the President or Treasurer.

3. The Board of Trustees has not authorized execution of any contract with the New Hampshire Department of Health and Human Service in any other manner. Therefore, Article 15 provides authority for the President or Treasurer to sign and deliver on behalf of Mary Hitchcock Memorial Hospital.
4. James W. Weinstein is President of Mary Hitchcock Memorial Hospital and Dartmouth-Hitchcock Clinic. Alan C. Keiller is Treasurer of Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Board of the corporation this 5<sup>th</sup> day of September, 2012.

  
\_\_\_\_\_  
Jennie L. Norman, Secretary

STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of September, 2012 by Jennie L. Norman.

  
\_\_\_\_\_  
Notary Public



**CERTIFICATE OF VOTE**

I, Sandra L. Allard, do hereby certify that:  
(Name of the Clerk of the Municipality)

1. I am the duly elected Clerk of Lebanon, New Hampshire;  
(Name of the Municipality)
2. The following are true copies of two resolutions duly adopted at a meeting of The Lebanon City Council, duly held on August 1, 2012 ;  
(Municipal Elected Governing Body)

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

RESOLVED: That the City Manager is hereby authorized on behalf of this  
(Title of Person Signing for Municipality)  
Municipality to approve said agreement with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 2, 2012 .  
(Date of Municipal Signature)

4. Gregory D. Lewis is the duly appointed City Manager of the municipality.  
(Name of Person Signing for Municipality) (Title of Person Signing for Municipality)

Sandra L. Allard  
(Signature of the Clerk of the Municipality)

STATE OF New Hampshire  
COUNTY OF Grafton

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of August, 2012 by Sandra L. Allard.  
(Name of the Clerk of the Municipality)

Paula Mail  
Notary Public/Justice of the Peace  
My Commission Expires:

PAULAMAILL, Notary Public  
My Commission Expires December 9, 2014

**CERTIFICATE OF INSURANCE**DATE:  
September 18, 2012**CONSULTANT**Hamden Assurance Risk Retention Group, Inc.  
P.O. Box 1687  
30 Main Street, Suite 330  
Burlington, VT 05401

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 policies below.

**INSURED**Mary Hitchcock Memorial Hospital  
1 Medical Center Drive  
Lebanon, NH 03756-0001**COMPANY AFFORDING COVERAGE****Hamden Assurance Risk Retention Group, Inc.****COVERAGES**

This is to certify that the Policies listed below have been issued to the Named Insured above for the Policy Period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

NOTICE: This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
<b>GENERAL LIABILITY</b>	0002012-A	10/1/12	6/30/13	GENERAL AGGREGATE	\$3,000,000
				PRODUCTS-COMP/OP AGGREGATE	
				PERSONAL ADV INJURY	
				EACH OCCURRENCE	\$2,000,000
				FIRE DAMAGE	
<b>COMMERCIAL GENERAL LIABILITY</b>				MEDICAL EXPENSES	
<b>CLAIMS MADE</b>				EACH CLAIM	
<b>OCCURRENCE</b>				ANNUAL AGGREGATE	
<b>PROFESSIONAL LIABILITY</b>					
<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)****MARY HITCHCOCK MEMORIAL HOSPITAL EVIDENCE OF COVERAGE FOR GENERAL LIABILITY.**

For the purposes of Mary Hitchcock Memorial Hospital Ventilators Grant through U.S. Homeland Security's Critical Care &amp; Supplemental Oxygen Grant Program. Certificate of Insurance submitted to Joan H. Ascheim, Bureau Chief; Joan Southwick, executive Secretary, NH Department of Health and Human Services – Division of Public Health Services, 29 Hazen Drive, Concord, NH 03301-6504.

**CERTIFICATE HOLDER**Director, Division of Public Health Services  
NH DHHS  
29 Hazen Drive  
Concord, NH 03301-6504  
(Contact: Insurance Coordinator 603-650-7770)**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**AUTHORIZED REPRESENTATIVES**

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

**This is to Certify that**

MARY HITCHCOCK MEMORIAL HOSPITAL  
 ONE MEDICAL CENTER DRIVE  
 LEBANON NH 03756-0001

NAME AND ADDRESS OF INSURED



**Liberty Mutual**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY			
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM					
<b>WORKERS COMPENSATION</b>	10/1/2013	WA7-61D-073526-072	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: New Hampshire	<b>EMPLOYERS LIABILITY</b>		
				Bodily Injury by Accident	\$1,000,000. Each Accident	
				Bodily Injury By Disease	\$1,000,000. Policy Limit	
				Bodily Injury By Disease	\$1,000,000. Each Person	
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE			General Aggregate			
			Products / Completed Operations Aggregate			
			Each Occurrence			
		RETRO DATE		Personal & Advertising Injury	Per Person / Organization	
				Other	Other	
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED				Each Accident—Single Limit B.I. And P.D. Combined		
				Each Person		
				Each Accident or Occurrence		
				Each Accident or Occurrence		
<b>OTHER</b>						
<b>ADDITIONAL COMMENTS</b>						

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

Bureau of Public Health Systems, Policy & Performance NH Division of Public Health Services  
 Department of Health and Human Services  
 29 Hazen Drive  
 Concord NH 03301-6504

*Susan Boucher*  
 Sue Boucher

BEDFORD / 0116 AUTHORIZED REPRESENTATIVE  
 SUITE 100 10 CORPORATE DRIVE  
 BEDFORD NH 03110 603-472-7100 10/2/2012  
 OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10