

7
MAC

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy 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

October 26, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into the attached COVID-19 Vaccination Aid Agreement with an unspecified number of First Responder Organizations and to **Retroactively** make unencumbered payments to participating First Responder Organizations that provide personnel to assist the State with administering COVID-19 vaccinations, not to exceed a shared price limitation of \$6,000,000 across all participating organizations, effective retroactive to October 1, 2021, upon Governor and Council approval, through December 31, 2021. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	103-502664	Contracts for Oper Svc	95010690	\$6,000,000
			Total	\$6,000,000

EXPLANATION

The Department previously had agreements with the First Responder Organizations that expired on September 30, 2021. This request is **Retroactive** because First Responder Organizations continued to provide assistance to the State with efforts at vaccination sites statewide. The Department required additional time to assess the ongoing need for these services and did not have the new agreement developed in time to prevent the previous agreements from expiring.

The purpose of this request is to reimburse First Responder Organizations for personnel costs, including salary, wages, travel, stipends, and fringe benefits, incurred for employees assisting the State with vaccinating qualifying New Hampshire residents against COVID-19. The Department is requesting authority to make unencumbered payments to participating First

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

Responder Organizations statewide in accordance with the attached COVID-19 Vaccination Aid Agreement that has been reviewed and approved by the Attorney General's Office. Given the large number of potential First Responder Organizations needed to support ongoing vaccination efforts, this requested action will result in a more streamlined and efficient process that will prevent delays in the delivery of COVID-19 vaccines.

The population served includes residents statewide. The exact number of residents of the State of New Hampshire who will be served will depend on the trajectory of the COVID-19 pandemic.

Should the Governor and Council not authorize this request the Department will be unable to reimburse First Responder Organizations across the state for their assistance with COVID-19 vaccination efforts. Additionally, without the participating of the First Responder Organizations, the State will not be able to efficiently administer COVID-19 vaccinations statewide

Area served: Statewide

Source of Federal Funds: Assistance Listing Number ##97.036, FAIN 4516DRNHP00000001

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

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92984125473...

Lori A. Shibinette
Commissioner

**New Hampshire State of Health and Human Services
COVID-19 Vaccination Aid**



TERMS OF COVID-19 VACCINATION AID AGREEMENT

This document sets forth the terms of this COVID-19 Vaccination Aid Agreement (Agreement) is entered into between the **State of New Hampshire, Department of Health and Human Services** (hereinafter referred to as the "DHHS" or "State"), and _____ (First Responder Organization), with a principal place of business of _____, for the provision of aid in the administration of the New Hampshire Coronavirus Disease 2019 Vaccination Plan. This Agreement is retroactively effective to October 1, 2021, upon the signature of the parties, subject to Governor and Council approval, and the completion date is December 31, 2021, unless terminated earlier in accordance with Section 9 below.

WHEREAS, the First Responder Organization shall provide personnel to assist with vaccinating individuals against COVID-19 in accordance with the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Agreement and set forth herein, the parties hereto agree to the following:

1. REIMBURSABLE SERVICES

- 1.1. The State shall reimburse the First Responder Organization for actual personnel expenditures incurred, which may include, but are not limited to, salary, wages, administrative expenses, stipends, and fringe benefits ("personnel expenditures"), by the First Responder Organization for employees who assist the State with vaccination efforts between October 1, 2021, through December 31, 2021, provided that such personnel expenditures are incurred while at state-approved point of dispensing vaccine site, or in assisting the State with COVID-19 vaccination efforts, where directed, while working under the direction of DHHS. DHHS shall reimburse for personnel expenditures incurred for hours worked at vaccine sites and those assisting the State with COVID-19 vaccination efforts and travel time to and from the vaccination sites on the date the travel occurred.

2. FEE SCHEDULE AND PAYMENT CONDITIONS

- 2.1 Funding for this Agreement is a shared price limitation of \$6,000,000 across all First Responder Organizations statewide from October 1, 2021, through December 31, 2021.
- 2.2 The First Responder Organization shall complete the online Vaccination Reimbursement Request Form (Form) located on the New Hampshire State of Safety, Homeland Security and Emergency Management's website (https://prd.blogs.nh.gov/dos/hsem/?page_id=11123) by the fifteenth (15th) calendar day of the following month. The completion of this online Form shall serve as a formal invoice submission by the First Responder Organization to DHHS for actual personnel expenditures incurred.
- 2.3 DHHS shall make payment to the First Responder Organization within thirty (30) days of receipt of each Form, subsequent to approval of the submitted Form and if sufficient funds are available, subject to Paragraph 5 Conditional Nature of Agreement.
- 2.4 The First Responder Organization shall retain all supporting documentation of expenses incurred for up to five (5) years from the Agreement period.
- 2.5 The final Form shall be due to DHHS no later than January 30, 2022.

3. CONFIDENTIALITY

- 3.1 Any and all confidential information obtained or received by the First Responder



**New Hampshire State of Health and Human Services
COVID-19 Vaccination Aid**

Organization shall be kept confidential and shall not be disclosed to anyone for any reason, unless required by law. "Confidential Information" means all information owned, managed, created, or received from the Individuals served under this Agreement, the DHHS, any other agency of the State, or any medical provider, that is protected by Federal or State information security, privacy or confidentiality laws or rules. Confidential Information includes, but is not limited to, Derivative Data, protected health information (PHI), personally identifiable information (PII), federal tax information (FTI), Social Security Administration information (SSA) and criminal justice information services (CJIS) and any other sensitive confidential information provided under the Agreement. This covenant shall survive the termination of the Agreement.

- 3.2 The First Responder Organization shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit A, Business Associate Agreement, which has been executed by the parties.

4. IMPACTS RESULTING FROM COURT ORDERS OR LEGISLATIVE CHANGES Impacts

- 4.1 The First Responder Organization agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, DHHS has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith

5. CONDITIONAL NATURE OF AGREEMENT

- 5.1 The First Responder Organization acknowledges that no funds will be paid to the First Responder Organization once the price limitation is reached.
- 5.2 Notwithstanding any provision of this Agreement to the contrary, all obligations of continuance of payments, in whole or in part under this Agreement, are contingent upon the continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds.

6. PERSONNEL

- 6.1 The First Responder Organization 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. COMPLIANCE WITH LAWS AND REGULATIONS

- 7.1 In connection with the performance of the Services, the First Responder Organization shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the First Responder Organization, including but not limited to, the Health Insurance Portability and Accountability Act, HIPAA; Pub. L. 104-191, 110 Stat. 1936 (1996), the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, and civil rights and equal opportunity laws.
- 7.2 During the term of this Agreement, the First Responder Organization 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.
- 7.3 The First Responder Organization agrees to permit the State or United States access to

**New Hampshire State of Health and Human Services
COVID-19 Vaccination Aid**



any of the First Responder Organization'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.

8. ASSIGNMENT/DELEGATION/SUBCONTRACTS

8.1 The First Responder Organization 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.

8.2 None of the Services shall be subcontracted by the First Responder Organization 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.

9. RIGHT OF TERMINATION/EVENT OF DEFAULT

9.1 This Agreement may be terminated by either party for any reason by providing a thirty (30) day written notice to the other party.

10. CHOICE OF LAW AND FORUM

10.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire. Any actions arising out of this Agreement shall be brought and maintained in a New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

11. FIRST RESPONDER ORGANIZATION'S RELATION TO THE STATE

11.1 In the performance of this Agreement the First Responder Organization is neither an agent nor an employee of the State, provided, however, that nothing in this agreement shall limit or otherwise prohibit the State's authority to designate as an agent of the state any of the officers, employees, agents or members of the First Responder Organization pursuant to RSA 508:17-a. Neither the First Responder Organization nor any of its officers, employees, agents or members shall have authority to bind the State or, except as provided in RSA 508:17-a (if applicable) to receive any benefits, worker's compensation or other emoluments provided by the State to its employees. It is expressly agreed, pursuant to RSA 281-A:2, VII (a) (6), that the First Responder Organization shall solely be responsible for any worker's compensation benefits for any services or duties performed by its officers, employees, agents or members provided in connection with this agreement.

12. AMENDMENT

12.1 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.

13. ENTIRE AGREEMENT

13.1 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.

**New Hampshire State of Health and Human Services
COVID-19 Vaccination Aid**



FIRST RESPONDER ORGANIZATION

Print Name:
Print Title:
First Responder Organization Name:
Duly Authorized

Date

NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

Lori Weaver, Deputy Commissioner
NH Department of Health and Human Services

Date

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

OFFICE OF THE ATTORNEY GENERAL

Date

Name:
Title: