

CITY COUNCIL MEETING

AGENDA ITEM XIII



CITY OF FRANKLIN
COUNCIL AGENDA REPORT
City Council Meeting, May 6, 2013

From: Kevin LaChapelle, Fire Chief

Subject: For the Franklin City Council to consider entering into agreement with the New Hampshire Metropolitan Medical Response System (NHMMRS) and LRGHealthcare through a MOU (Memorandum of Understanding). The City of Franklin will be named as the Grantee, while LRGHealthcare will act as the Fiscal Agent. This grant is administered through the U.S. Department of Homeland Security.

Recommending motion:

1. Councilor moves: "I move the Franklin City Council authorize the City Manager to sign the Memorandum of Understanding (MOU) and Grant related documents between the New Hampshire Metropolitan Medical Response System (NHMMRS), Lakes Region General Hospital and the City of Franklin.
 2. Mayor asks a second, discussion, and calls the vote.
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Background:

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 2012 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 Franklin, NH and LRGHealthcare dba Lakes Region General Hospital (LRGH) to support the New Hampshire Strike Team, of the Metropolitan Medical Response System (MMRS), 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 2012 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 provide funding for training and equipping the Strike Team.

LRGHealthcare dba Lakes Region General Hospital will provide oversight and administrative assistance to enhance the overall medical surge capability in Laconia, NH and the surrounding area, or statewide as requested by NH DHHS, in response to a large-scale health event.

This MOU has been reviewed and approved by the city's legal council

Fiscal Impact: There is no fiscal impact.

Attachments: Agreement

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OF COUNSEL

PETER V. MILLHAM
DORCAS J. GORDON

SENDER'S E-MAIL
PFitzgerald@wdfnlawyers.com

April 16, 2013

Elizabeth Dragon, City Manager
City of Franklin
316 Central Street
Franklin, NH 03235

(Via e-mail only)

Re: New Hampshire Metropolitan Medical Response System

Dear Manager Dragon:

Pursuant to your request of April 4th, I have reviewed the above documentation with specific attention to Exhibit C which was included with your e-mail. These documents are in standard form and are approved as to legal form and content for participation by the City of Franklin. The policy decision regarding the City's participation is, of course, reserved to the City Council.

Please feel free to contact me should you have any further questions.

Sincerely,



Paul T. Fitzgerald

PTF/src

cc: Chief Kevin LaChapelle
(via e-mail only)

CONFIDENTIALITY STATEMENT

This is a **confidential** communication between attorney and client and is not to be considered part of any public record; nor is it to be divulged to the public without the prior written consent of the client.

GRANT AGREEMENT

4/22/13

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2. State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3. Grantee Name LRGHealthcare dba Lakes Region General Hospital		1.4. Grantee Address 80 Highland Street Laconia, NH 03246	
1.5. Effective Date Date of G&C Approval	1.6 Completion Date Until Terminated	1.7. Audit Date N/A	1.8. Grant Limitation \$50,000.00
1.9. Grant Officer for State Agency Lisa L. Bujno, MSN, APRN, Bureau Chief		1.10. State Agency Telephone No. (603) 271-4501	
1.11. Grantee Signature		1.12. Name & Title of Grantee Signor	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____, 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.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name and Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) Joan H. Ascheim, Bureau Chief	
1.16. Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____ / /			
1.17. Approval by the Governor and Council On: _____ / /			

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 2012 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 Franklin, NH and LRGHealthcare dba Lakes Region General Hospital (LRGH) to support the New Hampshire Strike Team, of the Metropolitan Medical Response System (MMRS), 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 2012 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 provide funding for training and equipping the Strike Team. LRGHealthcare dba Lakes Region General Hospital will provide oversight and administrative assistance to enhance the overall medical surge capability in Laconia, 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

City of Franklin

- a) Will accept grant funds on behalf of Lakes Region General Hospital for the administrative and operational support of the MMRS;

LRGHealthcare dba Lakes Region General Hospital

- a) Will act as fiscal agent and manage the grant funds, on behalf of MMRS, for the City of Franklin;
- b) LRGH will designate \$47,500.00 (95% of the FFY12 Metropolitan Medical Response System grant funds awarded), and may utilize the remaining \$2,500.00 for administrative costs in support of MMRS.
- c) Agrees to use and apply all grant funds for direct expenses including, but not limited to, personnel costs and operating expenses related to MMRS Services;
- d) Agrees not to use or apply such funds for capital additions or improvement, entertainment costs, or any other costs not approved by the State;
- e) Regularly validate the subgrantee's (NH MMRS) local emergency response capability;
- f) Support designated MMRS Leadership as the designated points of contact for program implementation;
- g) Review fiscal records documenting and reflecting all costs and other expenses incurred by MMRS, including, but not limited to, ledgers, books, records, purchase requisitions, vouchers, requisitions for materials, time cards, payrolls and other records required by the State;
- h) Ensure that MMRS operating and personnel costs stay within the allotted FY budget amount.
- i) Submit invoices for reimbursement, on a quarterly bases for actual costs incurred during the quarter. Each invoice shall be accompanied by the complete detailed backup documentation for each reimbursement requested on the invoice;
- j) Invoices will be submitted in a form satisfactory to the State and be submitted within fifteen (15) working days following the end of the quarter during which the grant activities were completed, and;
- k) Submit final invoice no later than sixty (60) days after the grant completion date. Said invoice shall contain a description of all allowable costs and expenses incurred by MMRS during the grant period;

MMRS

- a) Integrate Lakes Region emergency management, health, and medical systems with their Federal and State counterparts through a locally-established multi-agency, collaborative planning framework;
- b) Utilize DHHS' Inventory Resource Management System (IRMS) for point-in-time inventory on medical goods and supplies;
- c) Maintain and expand equipment and pharmaceutical caches, as necessary;
- d) Build and exercise joint response capabilities with State and local municipalities;
- e) Conduct at least one joint training course per year for New Hampshire and Maine Strike Teams;
- f) Maintain fiscal records documenting and reflecting all costs and other expenses incurred by MMRS, including, but not limited to, ledgers, books, records, purchase requisitions, vouchers, requisitions for materials, time cards, payrolls and other records required by the State;
- g) Ensure that MMRS operating and personnel costs stay within the allotted FY budget amount.
- h) Provide quarterly activity reports to the Director, DHHS – Emergency Services Unit by the 15th day of the next quarter

3. WORK TO BE PERFORMED BY GRANTOR

The DHHS will:

- a) Assist Lakes Region General Hospital with policy/procedure creation, update and implementation relating to fiscal responsibility;
- b) Provide Integrated Resource Management System software, equipment and training for efficient inventory management;
- c) Determine allowable costs and expenses in accordance with applicable state and federal laws and regulations;
- d) Approve submitted invoice and ensure sufficient funds are available in the budget line items to cover the costs and expenses incurred;
- e) Forward invoice to appropriate financial office for payment;
- f) Provide information requested regarding MMRS related activities in the State, as appropriate.

4. EFFECTIVE DATE

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

5. GRANTEE'S RELATION TO THE STATE

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

The remainder of this page is intentionally left blank.

EXHIBIT B

1. PROJECT COSTS

The total amount of all payments made to the Grantee for cost and expenses incurred in the performance of the services during the period of the grant shall not exceed:

\$50,000, funded from 100% Other Funds, originally awarded to the New Hampshire Department of Safety as 100% federal funds from the U.S. Department of Homeland Security.

1.1 Project Costs

The Grantee agrees to use and apply all grant funds from the State for direct expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit A. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Grantee agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State..

1.2 Payment of Project Costs

This is a cost-reimbursement grant based on an approved budget for the grant period. Reimbursement shall be made by the State quarterly, upon approval of a quarterly invoice.

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EXHIBIT C

1. 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 Franklin, NH, authorizes LRGHealthcare dba Lakes Region General Hospital to accept these funds for the administration, training and equipping of the NH Strike Team/MMRS, on its behalf.

Municipality of Franklin, NH

Signature of Municipal Official Legally
Designated to Sign Agreements/Contracts

Print Name

Date

Lakes Region General Hospital, Laconia, NH

Signature of Authorized Representative
Designated to Sign Agreements/Contracts

Print Name

Date

POINTS OF CONTACT

DHHS

Name and Title Rick Cricenti, Director Emergency Services Unit
Address 129 Pleasant Street, Concord, NH 03301
Phone 603-271-9448
Fax 603-271-3001
Email address rick.cricenti@dhhs.state.nh.us

City of Franklin Program Contact

Name and Title Elizabeth Dragon, City Manager
Address 316 Central Street, Franklin, NH 03235
Phone 603-934-3900
Fax 603-934-7413
Email address citymgr@franklinnh.org

Lakes Region General Hospital Program Contact

Name and Title John D. Prickett, RN, Emergency Management
Address 80 Highland Street, Laconia, NH 03246
Phone 603-524-3211
Fax
Email jprickett@lrgh.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

- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

LRGHealthcare dba Lakes Region General Hospital
Contractor Name

From: Date of G&C Approval until terminated
Period Covered by this Certification

John D. Prickett, RN, Emergency Management
Name and Title of Authorized Contractor Representative

Contractor Representative Signature

Date

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 until terminated

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-1.
- 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.

Contractor Signature

Contractor's Representative Title

LRGHealthcare dba Lakes Region General Hospital

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 "voluntarily 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.

Contractor Signature

Contractor's Representative Title

LRGHealthcare dba Lakes Region General Hospital

Contractor Name

Date

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.