



## SUBSCRIPTION AGREEMENT FOR THE REGION 3 HMCC EQUIPMENT CACHE

As the duly authorized contracting authority of the municipality/facility named below as the "Requesting Eligible Party", I hereby enter into this Subscription Agreement to access and borrow equipment available through the Equipment Cache established by and managed under the jurisdiction of the Region 3 HMCC (Health and Medical Coordinating Coalition), and the Cache Host Sites, Lowell General Hospital and Merrimack Health Lawrence General Hospital . The equipment found in this cache was purchased with funding the Region 3 HMCC received through the Massachusetts Department of Public Health Bureau of Infectious Disease and Laboratory Sciences (BIDLS).

As a condition of borrowing from the Region 3 HMCC Cache, I acknowledge and understand the following rules:

1. The equipment subject to these rules is intended to be used to assist Massachusetts local public health departments in the establishment and operation of an influenza immunization clinic, however, the equipment can also be requested by other Region 3 HMCC stakeholders and used for other types of clinics, pending approval by the Region 3 HMCC and the Massachusetts Department of Public Health, Office of Preparedness and Emergency Management (MDPH OPEM).
2. Parties eligible to borrow and use the equipment include:
  - a. Hospitals located within the Region 3 HMCC region that have signed this form; and
  - b. Other Region 3 HMCC discipline members listed below as an eligible discipline that have received authorization from the Region 3 HMCC and MDPH OPEM to access the cache and that have signed this form.

### Eligible Disciplines

Local Public Health

Long Term Care Facility

Community Health Center

Emergency Medical Service Provider

3. Equipment can be accessed through the procedure set forth in the Region 3 HMCC Equipment Cache Borrowing Policy (Exhibit A).
4. My municipality/facility is solely responsible to arrange and pay the cost of transport of borrowed equipment to and from the Cache Host Site. My municipality/facility is solely responsible to provide the appropriate municipal vehicle to tow borrowed equipment, as needed, and is responsible for ensuring that there is appropriate insurance for and a properly licensed operator of said vehicle.
5. My municipality/facility understands that a "Set Up Team" may be requested through my local Medical Reserve Corps Coordinator for the 13' x 26' Enclosed Drive Thru Tents found in the cache. These teams are subject to availability and are not guaranteed with all requests.



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6. My municipality/facility understands it is responsible for returning all equipment by a pre-determined return date and time.
7. My municipality/facility may not provide borrowed equipment to another party, but is instead obligated to direct other interested parties to the Region 3 HMCC Duty Officer.
8. I accept on behalf of my municipality/facility responsibility for the transportation, proper use, operation, care, and return of equipment in the same condition as it was borrowed. I accept on behalf of my municipality/facility all financial liability for repairs and extraordinary maintenance required to be made to borrowed equipment for damage or excessive wear and tear occurring while in my municipality/facility's possession. All repairs and maintenance must be approved by the Region 3 HMCC and the Cache Host Site prior to taking place.
9. I accept on behalf of my municipality/facility responsibility for replacing all consumable goods prior to the return of borrowed equipment, pending approval of such items by the Region 3 HMCC and the Cache Host Site. Generators must be refueled prior to return to the Cache Host Site.
10. I acknowledge on behalf of my municipality/facility that my municipality/facility is properly bonded and insured and that staff employed by my municipality/facility will use requested items in accordance with all pertinent rules, regulations, and User Manual directions.
11. I accept on behalf of my municipality/facility the responsibility for any and all injuries to persons and damage to property from my municipality/facility's custody and use of borrowed equipment that is not attributable to neglect on the part of the Cache Site Host, the Region 3 HMCC, or its agents.
12. I agree on behalf of my municipality/facility to assume all financial liability incurred as a result of any claim brought against the Cache Site Host, the Region 3 HMCC, the Massachusetts Department of Public Health or its agents, arising out of any action brought against them as a result of the custody and/or use of the received items to the extent permissible under Massachusetts General Laws.
13. My municipality/facility accepts that I and all of all my agents are obliged to conform to the above terms as a condition of continued borrowing privileges. Equipment may be refused for non-compliance with these rules. These rules for borrowing are set by the Region 3 HMCC and applied by the Cache Host Site. They may be changed at any time by the Region 3 HMCC at its discretion, with or without written notice.

**Requesting Eligible Party:**

Municipality/Facility

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Discipline (Choose One)

Public Health Department

Other (Please Specify)

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Contracting Authority

Signature

Date:

Name

Title:

Address:

Street:

Municipality:

State:

Zip:

Phone

Office:

Cell:

E-mail 1

E-mail 2:

Employees in the following positions are authorized to request items on behalf of my municipality/facility:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_



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### Exhibit A - Region 3 HMCC Equipment Cache Borrowing Policy