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Lori A. Shibipette Commissioner

Lisa M. Morris Director STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301 603-271-4501 1-800-852-3345 Ext. 4501 Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dbhs.nb.gov

November 19, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, and 2020-21, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into **Retroactive, Sole Source** amendments to existing contracts with the Contractors listed below to conduct hospital-based COVID-19 community testing using BinaxNOW COVID-19 Antigen Test supplies provided by the Department, with no change to the price limitation of \$3,422,000 and no change to the contract completion dates of December 1, 2020, effective retroactive to October 1, 2020. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Current Amount	Increase (Decrease)	Revised Amount	Governor Approval Dates
North Country Healthcare, Inc. Whitefield, NH	VC301179	\$435,000	\$0	\$435,000	O: 7/31/2020
Catholic Medical Center Manchester, NH	VC177240	\$290,000	\$0	\$290,000	O: 7/31/2020 A: 8/31/2020
The Cheshire Medical Center Keene, NH	VC155405	\$232,000	\$0	\$232,000	O: 7/31/2020
Elliot Health System Manchester, NH	VC174360	\$290,000	\$0	\$290,000	O: 7/31/2020
Core Physicians, LLC Exeter, NH	VC177845	\$290,000	\$0	\$290,000	O: 8/31/2020
LRGHealthcare Laconia, NH	VC177318	\$290,000	\$0	\$290,000	O: 7/31/2020
Huggins Hospital Wolfeboro, NH	VC177174	\$145,000	\$0	\$145,000	0: 7/31/2020
Littleton Hospital Association d/b/a Littleton Regional Healthcare Littleton, NH	VC177162	\$145,000	\$0	\$145,000	O: 8/31/2020

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 3

The Memorial Hospital at North Conway	VC177163	\$145,000	\$0	\$145,000	O: 8/31/2020
North Conway, NH					
Southern New	VC177321	\$290,000	\$0	\$290,000	Q: 7/31/2020
Hampshire Health		<i>p</i> .			,
System, Inc.					· ·
Nashua, NH					
Speare Memorial	VC177178	\$145,000	\$0	\$145,000	O: 7/31/2020
Hospital					
Plymouth, NH					
St. Joseph Hospital of	VC177169	\$290,000	\$0	\$290,000	O: 7/31/2020
Nashua, NH				,	
Nashua, NH					0.7/04/0000
Valley Regional	VC232794	\$145,000	\$0	\$145,000	O: 7/31/2020
Hospital, Inc.					· ·
Claremont, NH					0.7/04/0000
Wentworth-Douglass	VC177187	\$290,000	\$0	\$290,000	O: 7/31/2020
Hospital					
Dover, NH		· · · · · · · · · · · · · · · · · · ·			
	Total	\$3,422,000	\$0	\$3,422,000	

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-095-090-903010-19010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90183518	\$3,422,000	\$0	\$3,422,000
			Total	\$3,422,000	\$0	\$3,422,000

EXPLANATION

These amendments are **Retroactive** because more time was needed to negotiate and finalize the scope of the work prior to the Contractors accepting the terms of the agreement. These amendments are **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. These contracts were originally approved as sole source because the Department, in the interest of the public's health and safety, identified hospitals with catchment areas throughout New Hampshire and capacity to immediately begin conducting community COVID-19 testing and testing-related activities. Each Contractor is uniquely qualified to provide COVID-19 testing to individuals who reside within the hospital's catchment area or local community.

The purpose of these amendments is to modify the scope of services of the existing contracts to include the use of BinaxNOW COVID-19 Antigen Test supplies. The Contractors will be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the

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His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 3

Contractors via allotted distribution from the Department contingent upon the availability of supplies. The Contractors will use BinaxNOW COVID-19 Antigen Test supplies to test patients who have COVID-19 symptoms, with symptom onset within the last seven (7) days and are being treated in Emergency Department(s), outpatient setting(s) and community testing site(s). The Contractors will conduct tests using the supplies via same-day visits seven (7) days per week.

The exact number of residents of the State of New Hampshire served from September 1, 2020, to December 1, 2020, will depend on the trajectory of the COVID-19 pandemic.

The Department will monitor contracted services by requiring the Contractors to report positive and negative test results reported to the Department.

As referenced in Exhibit A Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2., Paragraph 3.3 of the attached contracts, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval. The Department is not exercising its option to renew at this time.

Areas served: Statewide

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Source of Funds: 100% Federal Funds. CFDA #93.323, FAIN #NU50CK000522

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

Respectfully submitted,

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Lori A. Shibinette Commissioner



State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Healthcare, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 8 Clover Lane Whitefield, NH 03574.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on July 31, 2020, as presented to the Executive Council as an Informational Item on August 26, 2020 (Item # O), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

State of New Hampshire Department of Health and Human Services

Name:

Title: Commissioner

North Country Healthcare, Inc.

Thomas Mee

_ Name: Thomas Mee Title: Chief Executive Officer

Date 10/05/20

North Country Healthcare, Inc. SS-2021-DPHS-04-HOSPI-01-A01 Amendment #1 Page 2 of 3

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing



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

OFFICE OF THE ATTORNEY GENERAL

10/13/20

Date

atherine Pinos

Name: Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:



Additional Scope of Services

1. BinaxNOW COVID-19 Antigen Testing and Supplies

- 1.1. Section 2 and Sections 4 through 5 of Exhibit B Scopes of Services are also applicable to this Exhibit B-1.
- 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
- 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and
- 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
- 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
- 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or waived complexity tests.
- 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Conatractor's catchment area who:
 - 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
 - 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s).
- 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:
 - 1.8.1. Hospitalized/in-patient.
 - 1.8.2. In hospital outpatient observation status.

North Country Healthcare, Inc. Exhibit B-1, Amendment #1

Contractor Initials _TM____

Page 1 of 2



- 1.9. The Contractor shall conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits seven (7) days per week provided by the Department at an outpatient community testing site or an Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive tests using the BinaxNOW COVID-19 Antigen Test supplies.
 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

Signature: ///omas 1as Mee (Oct 5, 2020 10:49 EDT) Email: tmee007@gmail.com

North Country Healthcare, Inc.

Exhibit B-1, Amendment #1

Contractor Initials _TM____

SS-2021-DPHS-04-HOSPI-01-A01

Page 2 of 2

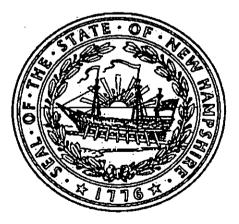
Date 10/05/20

State of New Hampshire Department of State

CERTIFICATE

 William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTHCARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 735369 Certificate Number: 0004961496



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of July A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

_, hereby certify that:

____Donna Goodrich _____, hereby certi (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/<u>Secretary</u>/Officer of ____North Country Healthcare, Inc._____ (Corporation/LLC Name)

 The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 7, 2019_, at which a quorum of the Directors/shareholders were present and voting. (Date)
VOTED: That Thomas Mee, NCH CEO, and James Hamblin, NCH Board Chair (may list more than one person) (Name and Title of Contract Signatory)
is duly authorized on behalf of North Country Healthcare, Inc. to enter into contracts or agreements with the State (Name of Corporation/ LLC)
of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.
3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract termination to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.
Dated: October 5, 2020 Signature of Elected Officer Name: Donna Goodrich Title: NCH Board Secretary
STATE OF NEW HAMPSHIRE
County of
The foregoing instrument was acknowledged before me this day of, 20,
By (Name of Elected Clerk/Secretary/Officer of the Agency)
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

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Commission Expires:

Rev. 09/23/19

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Page 1 of 1

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State of New Hampshire Department of Health and Human Services Amendment #2 to the Hospital-Based COVID-19 Community Testing

This 2nd Amendment to the Hospital-Based COVID-19 Community Testing contract (hereInafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Catholic Medical Center, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 100 McGregor Street, Manchester, NH, 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on July 31, 2020, as presented to the Executive Council as an Informational Item (Item # O), as amended with approval from the Governor on August 31, 2020, as presented to the Executive Council as an Informational Item on September 23, 2020 (Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

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

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Catholic Medical Center SS-2021-DPHS-04-HOSPI-02-A02

Amendment #2 Page 1 of 3

Contractor Initial

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective retroactively to August 1, 2020, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

0602/2020

State of New Hampshire Department of Health and Human Services

Name Title: ommission

Catholic Medical Center

Name: Pepe, mD Title: President and CEO

Catholic Medical Center SS-2021-DPHS-04-HOSPI-02-A02 Amendment #2 Page 2 of 3

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing



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

OFFICE OF THE ATTORNEY GENERAL

10/30/20

atherine Pinos

Date

Name: Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Catholic Medical Center SS-2021-DPHS-04-HOSPI-02-A02 Amendment #2 Page 3 of 3



Additional Scope of Services

- 1. BinaxNOW COVID-19 Antigen Testing and Supplies
 - 1.1. Section 2 and Sections 4 through 5 of Exhibit B Scopes of Services are also applicable to this Exhibit B-1.
 - 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
 - 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and
 - 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
 - 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
 - 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or waived complexity tests.
 - 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:
 - 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
 - 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s).
 - 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:
 - 1.8.1. Hospitalized/in-patient.
 - 1.8.2. In hospital outpatient observation status.

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Exhibit B-1, Amendment #2

Contractor Initials

SS-2021-DPHS-04-HOSPI-02-A02

Page 1 of 2



- 1.9. The Contractor shall conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits seven (7) days per week provided by the Department at an outpatient community testing site or an Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive tests using the BinaxNOW COVID-19 Antigen Test supplies.
 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

Catholic Medical Center

Exhibit B-1, Amendment #2

Contractor Initials	Ŵ	
Date	10/11	Daw

SS-2021-DPHS-04-HOSPI-02-A02

Page 2 of 2

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 CATHOLIC MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 07, 1974. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62116 Certificate Number: 0004896742



IN TESTIMONY WHEREOF,

t hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of April A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I, Matthew Kfoury, do hereby certify that:

- 1. I am the duly elected Secretary of Catholic Medical Center, a New Hampshire voluntary corporation ("CMC");
- 2. Joseph Pepe, M.D. is the duly elected President & CEO of CMC.
- 3. The attached <u>Exhibit A</u> is a true copy of resolutions duly adopted at a meeting of the Board of Trustees of CMC, duly held on April 23, 2020;
- 4. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of August 1, 2020 and this authority remains valid today October 14, 2020 and shall remain valid for thirty (30) days from the date of this Certificate of Authority; and
- 5. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence from CMC that I am the Secretary of CMC and that Dr. Pepe has the authority to bind CMC. To the extent that there are any limits on the authority of Dr. Pepe or myself to bind CMC in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

I have hereunto set my hand as the Secretary of CMC this 14th day of October 2020.

<u>s/ Matthew Kfoury</u> Matthew Kfoury, Secretary

Exhibit A

PROPOSED RESOLUTIONS

OF THE

BOARD OF TRUSTEES

OF CATHOLIC MEDICAL CENTER ("CMC")

Authorizing CMC to enter into Contracts with the State of New Hampshire

April 23, 2020

- RESOLVED: That CMC be authorize to enter into contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, including any of its agencies or departments.
- RESOLVED: That the Joseph Pepe, M.D., as President & CEO of CMC, is hereby authorized on behalf of CMC to enter into contracts with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable, or appropriate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY) 10/19/2020

С 8	CERTIFICATE DOES NOT AFFIRMATING	VELY OR	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEN	OR ALTE	R THE COV	VERAGE AFFORDED B	Y THE	POLICIES
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State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Cheshire Medical Center, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 580 Court St, Keene NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on July 31, 2020, as presented to the Executive Council as an Informational Item on August 26, 2020 (Item # O), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Contractor Initials Date

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-18, 2020-17, and 2020-18.

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

State of New Hampshire Department of Health and Human Services

2020 Date

Name:

Title: omm

The Cheshire Medical Center DON CARUSO Name:

Title: CEO Cheshin Mudical Carl

Amendment #1 Page 2 of 3

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing



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

OFFICE OF THE ATTORNEY GENERAL

10/30/20

Date

atherine Pinos Name:

Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

The Cheshire Medical Center SS-2021-DPHS-04-HOSPI-03-A01 Amendment #1 Page 3 of 3



Additional Scope of Services 1. BinaxNOW COVID-19 Antigen Testing and Supplies 1.1. Section 2 and Sections 4 through 5 of Exhibit B – Scopes of Services are also applicable to this Exhibit 8-1. 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation. 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.

1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.

1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or waived complexity tests.

1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:

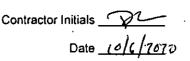
- 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
- 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s).
- 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:

1.8.1. Hospitalized/in-patient.

1.8.2. In hospital outpatient observation status.

The Cheshire Medical Center

Exhibit B-1, Amendment #1



SS-2021-DPHS-04-HOSPI-03-A01

Page 1 of 2

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- 1.9. The Contractor shall conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits seven (7) days per week provided by the Department at an outpatient community testing site or an Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive tests using the BinaxNOW COVID-19 Antigen Test supplies.
 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

The Cheshire Medical Center

Exhibit B-1, Amendment #1

Contractor Initials Date 10/6/70

SS-2021-DPHS-04-HOSPI-03-A01

Page 2 of 2

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gaidner, Secretary of State of the State of New Hampshire, do hereby certify that THE CHESHIRE MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 31, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned

Business ID 62567 Certificate Number 0004964839



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshue, this 24th day of July A.D. 2020

William M. Gaidnei Secretary of State

CERTIFICATE OF AUTHORITY

I, _____Nathalie Houder_____, hereby certify that: (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Officer of _____Cheshire Medical Center____

(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on __July 23,_____, 2020, at which a quorum of the Directors/shareholders were present and voting. (Date)

VOTED: That Don Caruso, MD or Kathryn Willbarger_____ (may list more than one person) (Name and Title of Contract Signatory)

are duly authorized on behalf of Cheshire Medical Center to enter into contracts or agreements with the State (Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract termination to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated:

nothing"

Signature of Elected Officer Name: Nathalie Houder Title: Chair, Board of Trustees, Cheshire Medical Center

STATE OF NEW HAMPSHIRE

County of Cheshire

The foregoing instrument was acknowledged before me this _

Βv

(Name of Elected Clerk/Secretary/Officer of the Agency)

(NOTARY SEAL)

Commission Expires: 10/2/24

day of

(Notary Public/Justice of the Peace)

ANN M. GAGNON Notary Public - New Hampshire My Commission Expires October 2, 2024

Rev. 09/23/19

RESOLUTION

OF THE BOARD OF TRUSTEES

OF

CHESHIRE MEDICAL CENTER

Be it resolved that the Board of Trustees of the Cheshire Medical Center authorizes Don Caruso, MD or Kathryn Willbarger, Senlor Vice President, Finance, on behalf of Cheshire Medical Center to enter into a contract with the State of New Hampshire for hospital based COVID-19 Community Testing in New Hampshire 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.

Dated: July 23, 2020

hathalie Gorden

Nathalie Houder, Chair Cheshlre Medical Center Board of Trustees

CERTIFICATE OF INSURANCE		DATE: July 24, 2020
COMPANY AFFORDING COVERAGE Hamden Assurance Risk Retention Group, Inc. P.O. Box 1687 30 Main Street, Suite 330 Burlington, VT 05401 INSURED Dartmouth-Hitchcock Clinic One Medical Center Drive Lebanon, NH 03756 (603)653-6850	and confers no rights upon	s a matter of information only the Certificate Holder. This I, extend or alter the coverage low.
COVERAGES		

The Policy listed below has been issued to the Named Insured above for the Policy Period notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of the policy. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE		LIMITS
GENERAL	0002020-A	07/01/2020	07/01/2021	EACH OCCURRENCE	\$1,000,000
	-			DAMAGE TO RENTED PREMISES	\$100,000
X CLAIMS MADE				MEDICAL EXPENSES	N/A
				PERSONAL & ADV INJURY	\$1,000,000
OCCURRENCE				GENERAL AGGREGATE	
OTHER				PRODUCTS- COMP/OP AGG	\$1,000,000
PROFESSIONAL LIABILITY	0002020-A	07/01/2020	07/01/2021	EACH CLAIM .	\$1,000,000
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OTHER			P		

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Certificate is issued as evidence of insurance only for the purpose of Covid-19 testing.

CERTIFICATE HOLDER

NH Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 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

ACORD'

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State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Elliot Health System, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 1 Elliot Way Manchester, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on July 31, 2020, as presented to the Executive Council as an Informational Item on August 26, 2020 (Item # O), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Contractor Initial Date /(

Amendment #1 Page 1 of 3

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

State of New Hampshire Department of Health and Human Services

Name Title: omnissione

Elliot Health System

bouler

10-13.20 Date

Elliot Health System SS-2021-DPHS-04-HOSPI-05-A01 Amendment #1 Page 2 of 3

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing



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

OFFICE OF THE ATTORNEY GENERAL

10/30/20

14, 2020-15, 2020-16, 2020-17, and 2020-18.

Date

atherine Pinos Name: Catherine Pinos, Attorney Title:

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Elliot Health System SS-2021-DPHS-04-HOSPI-05-A01 Amendment #1 Page 3 of 3



Additional Scope of Services

1. BinaxNOW COVID-19 Antigen Testing and Supplies

- 1.1. Section 2 and Sections 4 through 5 of Exhibit B Scopes of Services are also applicable to this Exhibit B-1.
- 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
- 1.3 The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and
- 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
- 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
- 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or waived complexity tests.
- 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:
 - 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
 - 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s).
- 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:
 - 1.8.1. Hospitalized/in-patient.

Elliot Health System

Exhibit B-1, Amendment #1

Contractor Initials

Date 10-13-20

SS-2021-DPHS-04-HOSPI-05-A01

Page 1 of 2



1.8.2. In hospital outpatient observation status. The Contractor may conduct tests using BinaxNOW COVID-19 Antigen Test supplies

- 1.9 The Contractor may conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits up to seven (7) days per week provided by the Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive certain rapid testing.
 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. At such time as the State has developed a technical solution for reporting test results, the Contractor shall report negative test results and other test result information as requested by the Department in accordance with the Contractor's reporting capabilities.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

Elliot Health System

Exhibit B-1, Amendment #1

Contractor Initials

Date 10-13-7

SS-2021-DPHS-04-HOSPI-05-A01

Page 2 of 2

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 ELLIOT HEALTH SYSTEM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 25, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 320130 Certificate Number: 0004964572

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IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of July A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

1, Paul W. Hoff, PhD, hereby certify that:

1. I am a duly elected Officer of Elliot Health System.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on May 21, 2020 at which a quorum of the Directors were present and voting.

VOTED: That W. Gregory Baxter, MD, is duly authorized on behalf of Elliot Health System to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: CTOBER 5, 2020

Signature of Elected Officer/ Name: Paul W. Hoff, PhD Title: Secretary

Rev. 03/24/20

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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

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DATE (MM/DD/YYYY) 10/12/2020

THIS CERTIFICATE IS ISSUED AS A I			-				TE HO		
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED									
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on									
	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER			CONTA NAME:	CT Willis T	owers Watso	on Certificate Cente			
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd			PHONE	p. Ext): 1-877-	945-7378	FAX (A/C, No	1-888	-467-2378	
P.O. Box 305191			E-MAIL ADDRE	SS: certific	ates@willi			·····	
Nashville, TN 372305191 USA			INSURER(S) AFFORDING COVERAGE NAIC #						
INCLOSED			INSURER A. Elliot Health System C2753 INSURER B. Safety National Casualty Corporation 15105						
NSURED Elliot Health System					Macional C	asually corporation			
One Elliot Way Manchester, NH 03103			INSURE	-					
		· · · · · · · · · · · · · · · · · · ·	INSURE				<u> </u>		
			INSURE				•		
		TE NUMBER: W18247191		,		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE									
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERTAIN	N, THE INSURANCE AFFORDE	ED BY	THE POLICIE:	S DESCRIBED				
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OFFICER/MEMBER EXCLUDED?	N/A	AGC4063712		09/01/2020	09/01/2021	E.L. DISEASE - EA EMPLOYE			
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		1,000,000	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	.ES (ACO	RD 101, Additional Remarks Schedul	ie, may b	e attached if mor	e space is require	6 0 }			
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CERTIFICATE HOLDER				CELLATION					
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State of NH			AUTHO	RIZED REPRESE					
NH DHHS						•			
129 Pleasant Street Concord, NH 03301				Jula M	overs-				
			•	-		ORD CORPORATION	All rig	hts reserved.	

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 20200966 BATCH: 1845988



State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") Is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Core Physicians, LLC, (hereinafter referred to as "the Contractor"), a New Hampshire Limited Liability Company with a place of business at 7 Holland Way Exeter, NH 03833.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on August 31, 2020, as presented to the Executive Council as an Informational Item on September 23, 2020 (Item # F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and In consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Core Physicians, LLC SS-2021-DPHS-04-HOSPI-06-A01 Amendment#1 Page 1 of 3

Contractor Initials D(Data 10/8/2020



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

Department of Health and Human Services

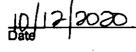
Name: Title: amnission

Core Physicians, LLC

State of New Hampshire

Name

Title: Presiden



10/8/2020 Date

Core Physicians, LLC SS-2021-DPHS-04-HOSPI-06-A01 Amendment #1 Page 2 of 3



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

OFFICE OF THE ATTORNEY GENERAL

10/13/20 Date

••

therin's Pinos

Name: Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Core Physicians, LLC SS-2021-DPHS-04-HOSPI-06-A01 Amendment #1 Page 3 of 3



Exhibit B-1: Additional Scope of Services

- 1. BinaxNOW COVID-19 Antigen Testing and Supplies
 - 1.1. Section 2 and Sections 4 through 5 of Exhibit B Scopes of Services are also applicable to this Exhibit B-1.
 - 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
 - 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset.
 - 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
 - 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
 - 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high, or waived complexity tests.
 - 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:
 - 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
 - 1.7.2. Are being treated in Exeter Hospital's Emergency Department or Contractor's outpatient setting(s).
 - 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:
 - 1.8.1. Hospitalized/in-patient; or
 - 1.8.2. In hospital outpatient observation status.

Core Physicians, LLC

Exhibit B-1, Amendment #1

Contractor Initials

SS-2021-DPHS-04-HOSPI-06-A01

Page 1 of 2



- 1.9. The Contractor shall conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits seven (7) days per week provided by the Department at an outpatient community testing site or Exeter Hospital's Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive tests using the BinaxNOW COVID-19 Antigen Test supplies;
 - 1.10.2. Testing locations; and,
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the¹ patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or membership in any protected class, including sex, race, age, disability, color, creed, national origin, or religion.

Core Physicians, LLC

Exhibit B-1, Amendment #1

Contractor Initials Date 10/8/2020

SS-2021-DPHS-04-HOSPI-06-A01

Page 2 of 2

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 CORE PHYSICIANS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 31, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 581955 Certificate Number: 0004966293



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 27th day of July A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I,Consta	ance D. Sprauer	, hereby certify that:-
(Name	of the elected Officer of the Corpora	ation/LLC; cannot be contract signatory)
1. I am a duly e	elected Clerk/Secretary/Officer of	Core Physicians, LLC
	(C	orporation/LLC Name)
		neeting of the Board of Directors/shareholders, duly called and ne Directors/shareholders were present and voting.
VOTED: That	Debra Cresta	(may list more than one person)
	(Name and Title of Contract Signal	
is duly authoriz State	ed on behalf of <u>Core Physicians</u> ,	LLC to enter into contracts or agreements with the
	(Name of Corpora	tion/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/14/20

Contra D.A.

Signature of Elected Officer Name: Constance D. Sprauer Title: Secretary

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/30/2020

I

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.							
If SUBROGATION IS WAIVED, subject to the terms and conditions o	of the polic	y, certain p	olicle's may r	-			
this certificate does not confer rights to the certificate holder in lieu o							
PRODUCER Willis Towers Watson Northeast, Inc.	NAME:	Willis T	owers Wated	on Certificate Center	;		
c/o 26 Century Blvd	AC. NO	. Ext): 1-877-	-945-7378		1-888-	-467-2378	
P.O. Box 305191 Nashville, TN 372305191 USA	ADDRE	55: CELLIN			·	NAIC #	
NEBRVIILE, IN J/2JUJIJI USA	·	INSURER(S) AFFORDING COVERAGE					
INSURED				Casualty Company		C3399 23612	
CORE Physicians, LLC.	INSURE						
5 Alumni Drive Exeter, NH 03833	INSURE						
	INSURE						
	INSURE	RF:					
COVERAGES CERTIFICATE NUMBER: W1741712	20			REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFO EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HA	ON OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPEC	ст то у	WHICH THIS	
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(Mandatory in NH)		01/01/2020	01/01/2022	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
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				Aggregate	\$3,000	,000	
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	SHO THE	ULD ANY OF 1 EXPIRATION	DATE THE	ESCRIBED POLICIES BE C. REOF, NOTICE WILL E Y PROVISIONS.			
State of NH Department of Health and Human Services 129 Pleasant Street		RIZED REPRESE					
129 Pleasant Street Julu MPowers- Concord, NH 03301-3857 © 1988-2016 ACORD CORPORATION. All rights reserved.							

The ACORD name and logo are registered marks of ACORD

BR ID: 19924557 BATCH: 1765455



State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and LRGHealthcare, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 80 Highland Street Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on July 31, 2020, as presented to the Executive Council as an Informational Item on August 26, 2020 (Item # O), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

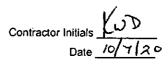
WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

LRGHealthcare SS-2021-DPHS-04-HOSPI-07-A01

Amendment #1 Page 1 of 3





All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

State of New Hampshire Department of Health and Human Services

Name:

Title: Commissioner

7/20

LRGHealthcare

Name: Kent ن برز مح Title:

LRGHealthcare SS-2021-DPHS-04-HOSPI-07-A01 Amendment #1 Page 2 of 3



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

OFFICE OF THE ATTORNEY GENERAL

10/30/20

Date

atherine Pinos

Name: Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

LRGHealthcare SS-2021-DPHS-04-HOSPI-07-A01

Amendment #1 Page 3 of 3



Additional Scope of Services

1. BinaxNOW COVID-19 Antigen Testing and Supplies

- 1.1. Section 2 and Sections 4 through 5 of Exhibit B Scopes of Services are also applicable to this Exhibit B-1.
- 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
- 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and
- 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
- 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
- 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or waived complexity tests.
- 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:
 - 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
 - 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s).
- 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:
 - 1.8.1. Hospitalized/in-patient.
 - 1.8.2. In hospital outpatient observation status.

LRGHealthcar	e
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Exhibit B-1, Amendment #1

Contractor Initials

SS-2021-DPHS-04-HOSPI-07-A01

Page 1 of 2



- 1.9. The Contractor shall conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits seven (7) days per week provided by the Department at an outpatient community testing site or an Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive tests using the BinaxNOW COVID-19 Antigen Test supplies.
 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

LRGHealthcare

Exhibit B-1, Amendment #1

Contractor Initials

SS-2021-DPHS-04-HOSPI-07-A01

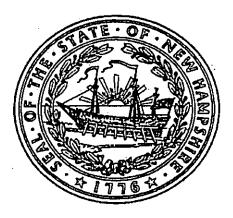
Page 2 of 2

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 LRGHEALTHCARE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 15, 1893. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64122 Certificate Number: 0004921142



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of May A.D. 2020.

997

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I, Golda L. Schohan, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of LRGHealthcare.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Oelone (14), $20 \Rightarrow O$, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Kevin W. Donovan, President and CEO is duly authorized on behalf of LRGHealthcare to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract termination to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/14/2020

Signature of Elected Officer Name: Title:

14

STATE OF NEW HAMPSHIRE

County of Delknap

The foregoing instrument was acknowledged before me this

(Name of Elected Clerk/Secretary/Officer of the Agency)

day of OCTODER, 20,20.

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LEA A. MINER, Notary Public My Commission Expires May 17, 2022

Rev. 09/23/19

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
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this certificate does not confer rights	to th	e ce	tificate holder in lieu of s	such en	dorsement(5).		
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION						2020	
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on							
this certificate does not confer rights to the certificate holder in							
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State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Huggins Hospital, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 240 South Main Street Wolfeboro, NH 03894.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on July 31, 2020, as presented to the Executive Council as an informational Item on August 26, 2020 (item # O), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Huggins Hospital SS-2021-DPHS-04-HOSPI-09-A01

Amendment #1 Page 1 of 3

Contractor Initial Date A



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

10/5 2020 Date

State of New Hampshire Department of Health and Human Services

Name: Lori Shibinette Title: Commissioner

Huggins Hospital Title:

Huggins Hospital SS-2021-DPHS-04-HOSPI-09-A01 Amendment #1 Page 2 of 3



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

OFFICE OF THE ATTORNEY GENERAL

10/30/20

atherine Pinos

Date

Name: Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Huggins Hospital SS-2021-DPHS-04-HOSPI-09-A01 Amendment #1 Page 3 of 3



Additional Scope of Services

1. BinaxNOW COVID-19 Antigen Testing and Supplies

- 1.1. Section 2 and Sections 4 through 5 of Exhibit B Scopes of Services are also applicable to this Exhibit B-1.
- 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
- 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and
- 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
- 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
- 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or waived complexity tests.
- 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:
 - 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
 - 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s).
- **1.8.** The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:
 - 1.8.1. Hospitalized/in-patient.
 - 1.8.2. In hospital outpatient observation status.

. Huggins Hospital

Exhibit B-1, Amendment #1

Contractor Initials Date 10/5/J-1

SS-2021-DPHS-04-HOSPI-09-A01

Page 1 of 2



- 1.9. The Contractor shall conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits seven (7) days per week provided by the Department at an outpatient community testing site or an Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
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 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance. or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
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- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

Huggins Hospital

Exhibit B-1, Amendment #1

Contractor Initials Date 6/1/2

SS-2021-DPHS-04-HOSPI-09-A01

Page 2 of 2

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 HUGGINS HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 14, 1907. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68540 Certificate Number: 0004854933



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of March A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I, Kathy Barnard, hereby certify that:

1. I am a duly elected Board Secretary of Huggins Hospital.

2. The following is a true copy of a vote taken by the Board of Trustees of Huggins Hospital, duly called and held on September 24, 2020, at which a quorum of the Trustees were present and voting.

VOTED: That Jeremy Roberge, President & CEO, is duly authorized on behalf of Huggins Hospital, to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: September 24, 2020

Signature of Elected Officer Name: Kathy Barnard Title: Secretary of the Board ACOPH

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Concord

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State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Littleton Hospital Association d/b/a Littleton Regional Healthcare, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 600 Saint Johnsbury Road Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on August 31, 2020, as presented to the Executive Council as an Informational Item on September 23, 2020 (Item # F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Amendment #1

Contractor Initials

SS-2021-DPHS-04-HOSPI-11-A01

Page 1 of 3

Date 10-06-2020



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

State of New Hampshire Department of Health and Human Services

Name: Lori Shibinette

Title: Commissioner

Littleton Hospital Association d/b/a Littleton Regional

Healthcare

Name: Robert F. Nutter Title: President & CEO

October 06, 2020 Date

Littleton Hospital Association d/b/a Littleton Regional Healthcare Amendment #1

SS-2021-DPHS-04-HOSPI-11-A01

Page 2 of 3



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

OFFICE OF THE ATTORNEY GENERAL

10/30/20

atherine Pinos

Date

Name: Title:

Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Littleton Hospital Association d/b/a Littleton Regional Healthcare Amendment #1

SS-2021-DPHS-04-HOSPI-11-A01

Page 3 of 3



Exhibit B-1

Additional Scope of Services 1. BinaxNOW COVID-19 Antigen Testing and Supplies 1.1. Section 2 and Sections 4 through 5 of Exhibit B – Scopes of Services are also applicable to this Exhibit B-1. 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an 1.3. Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies. 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages. 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical

1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:

Laboratory Improvement Amendments of 1988 and that meet the requirement to

- 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
- 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s).
- The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:
 - 1.8.1. Hospitalized/in-patient.
 - 1.8.2. In hospital outpatient observation status.

perform moderate, high or waived complexity tests.

Littleton Hospital Association	Exhibit B-1, Amendment #1	Contra
d/b/a Littleton Regional Healthcare		

actor Initials

SS-2021-DPHS-04-HOSPI-11-A01

Page 1 of 2

Date <u>10-06-202</u>0



- 1.9. The Contractor shall conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits seven (7) days per week provided by the Department at an outpatient community testing site or an Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive tests using the BinaxNOW COVID-19 Antigen Test supplies.
 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

Littleton Hospital Association d/b/a Littleton Regional Healthcare Exhibit 8-1, Amendment #1

Contractor Initials

SS-2021-DPHS-04-HOSPI-11-A01

Page 2 of 2

Date 10-06-2020

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 LITTLETON HOSPITAL ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 04, 1906. 1 further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 60919 Certificate Number: 0004924162



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 2nd day of June A.D. 2020.

William M. Gardner Secretary of State

I, ROGER GINGUE_, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Littleton Hospital Association dba Littleton Regional Healthcare. (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _December 12, 2016 at which a quorum of the Directors/shareholders were present and voting. (Date)

VOTED: That ROBERT F. NUTTER, President & CEO (may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of Littleton Hospital Association dba Littleton Regional Healthcare to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: October 7, 2020

Signature of Elected Officer Name: ROGER GINGUE Title: Chairman, Board of Trustees

CERTIFICATE OF LIABILITY INSURANCE

	Date:
·	09/28/20

Administrator: New England Special Risks, Inc. 19 Oyster Way	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.				
Mashpee, Ma. 02649 Phone: (508) 561-6111					
Insured:	Insurer A: Coverys Insurance Co.				
Littleton Hospital Association DBA Littleton Regional Healthcare	Insurer B: AIM Mutual Insurance Co.				
600 St. Johnsbury Rd.	Insurer C:				
Littleton, NH. 03561	insurer D:				
	Insurer E:				

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the 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, aggregate limits shown may have been reduced by paid

	·		claims.				
NS.	TYPE OF INSURANCE	POLICY NUMBER	Policy Effective	Policy Expiration	LIMITS		
LTR.	I TE OF INSURANCE	I GEIGT ROMBER	Date	Date	Limits		
	General Liability				Each Occurrence	\$	1,000,00
	Commercial General Liability				Fire Damage (Any one fire)	\$	50,0
Α	Claims Made 🔽 Occurrence				Med Exp (Any one person)	\$	5,0
		005NH-000032874	10/1/2020	10/1/2021	Personal & Adv Injury	\$	1,000,0
					General Aggregate	\$	3,000,0
	General Aggregate Limit Applies Per:				Products - Comp/Op Agg	\$	1,000,0
	Policy Project Loc						
	Automobile Liability				Combined Single Limit	\$	
	Any Auto				(Each accident)	*	
	All Owned Autos				Bodily Injury (Per person)	\$	
	Scheduled Autos				Bodily Injury (Per accident)	\$	
	Hired Autos				Property Damage	~	
					(Per accident)	\$	•
						σT	
	Garage Liability				Auto Only - Ea. Accident	\$	
	Any Auto				Other Than Ea. Acc	\$ \$	
					Auto Only: Agg		
A	Excess Liability	005NH-000032874	10/1/2020	10/1/2021	Each Occurrence	\$	10,000,0
	✓ Occurrence ✓ Claims Made				Aggregate	\$	10,000,0
						\$	
						\$ \$	
	Retention \$				[√Statutory] Other	⊅ .	
	Employers' Liability				Limits Other		
		ECC-600-4000599	10/1/2020	10/1/2021	E.L. Each Accident	\$	500,0
		200-000-4000088	101112020		E.L. Disease-Ea. Employe	\$	500,0
в					E.L. Disease - Policy Limit		500,0
-	Healthcare Medical Professional			İ			
Α	Llability-Cliams Made	005NH-000032874	10/1/2020	10/1/2021	Per Incident		\$1,000,000
					Aggregate		\$3,000,000

Description of operations/vehicles/exclusions added by endorsement/special provision

Evidence of Current General Liability, Healthcare Professional Liability, Excess Liability and Workers Compesation Insurance Coverage for the Insured.

Certificate Holder

State of New Hampshire Department of Health and Human Services	Should any of the above policies be canceled before the expiration date thereof the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.
129 Pleasant St. Concord, NH. 03301	Authorized Representative



State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Memorial Hospital at North Conway, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 3073 White Mountain Hwy North Conway, NH 03860.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on August 31, 2020, as presented to the Executive Council as an Informational Item on September 23, 2020 (Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Amendment #1

Contractor Initials Date 10/1

SS-2021-DPHS-04-HOSPI-12-A01

Page 1 of 3



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

State of New Hampshire Department of Health and Human Services

Name Title: mmissioner

The Memorial Hospital at North Conway

10/14/20

Name: Arthur Mathisen Title: President

The Memorial Hospital at North Conway

SS-2021-DPHS-04-HOSPI-12-A01

Amendment #1



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

OFFICE OF THE ATTORNEY GENERAL

10/30/20

atherine Pinos

Date

Name: Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

The Memorial Hospital at North Conway

SS-2021-DPHS-04-HOSPI-12-A01

Amendment #1 Page 3 of 3



Additional Scope of Services

1. BinaxNOW COVID-19 Antigen Testing and Supplies

- 1.1. Section 2 and Sections 4 through 5 of Exhibit B Scopes of Services are also applicable to this Exhibit B-1.
- 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
- 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and
- 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
- 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
- 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or waived complexity tests.
- 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:
 - 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
 - 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s).
- 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:
 - 1.8.1. Hospitalized/in-patient.
 - 1.8.2. In hospital outpatient observation status.

The Memorial Hospital at North Conway Exhibit B-1, Amendment #1

SS-2021-DPHS-04-HOSPI-12-A01

Page 1 of 2

Contractor Initials

Date 10/14/120



- 1.9. The Contractor shall have available the BinaxNOW COVID-19 Antigen Test supplies for same-day visits provided by the Department in outpatient settings, community testing sites or the Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies. The contractor shall utilize the BinaxNOW COVID-19 Antigen Test when it is determined to be clinically appropriate and beneficial.
- 1.10. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.11. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.12. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.13. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.14. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee.

The Memorial Hospital at North Conway Exhibit B-1, Amendment #1

Contractor Initials

SS-2021-DPHS-04-HOSPI-12-A01

State of New Hampshire Department of State

CERTIFICATE

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MEMORIAL HOSPITAL AT NORTH CONWAY, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 30, 1910. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61784 Certificate Number: 0004846430



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 18th day of March A.D. 2020.

William M. Gardner Secretary of State



August 6, 2020

State of NH Attn: Contracts and Procurement Unit Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857

To Whom It May Concern:

Please accept this letter as verification that the attached Corporate Resolution effective June 1, 2020 granting Arthur Mathisen, President, the authority to execute agreements and contracts on behalf of Memorial Hospital continues to be in full force and effect, and has not been revoked.

Sincerely,

MEMORIAL HOSPITAL

May B DeVian

Mary DeVeau Chair, Board of Trustees

3073 White Mountain Highway, North Conway, NH 03860 + 603-356-5461 + www.MemorialHospitalNILorg

THE MEMORIAL HOSPITAL AT NORTH CONWAY, N.H.

CORPORATE RESOLUTION

Resolved, that effective on the 1st of June, 2020, Arthur Mathisen, President, and Diana McLaughlin, Chief Financial Officer, of Memorial Hospital are hereby authorized and directed to execute and deliver lease agreements and contracts on behalf of Memorial Hospital and its subsidiaries under its corporate seal.

I, Mary DeVeau, Chair of the Board of Trustees of Memorial Hospital incorporated under the laws of the State of New Hampshire, hereby certify that the foregoing is a true copy of Resolution duly adopted by the Board of Directors of said corporation at a meeting duly held on the 17th day of June, 2020, at which a quorum was present and voting, and that the same has not been repealed or amended and remains in full force and effect and does not conflict with the by-laws of said corporation.

Mary B Delian

6/17/2020

Mary DeVeau, Board of Trustees Chair

Date

(Corporate Seal)

Å	CORD O	ER	TłF						CE [E (MM/00/11)
	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A IMPORTANT: If the certificate holder	TIVEL SURA (ND T 15 ar		R NEGA DOES CERTIFIC	TIVELY AMENI NOT CONSTIT CATE HOLDER.	D, EXTE UTE A	ONTRACT	TER THE CO BETWEEN	DVERAGE AFFORDED I THE ISSUING INSURER	TE HO BY TH R(S), A	DLDER. TI IE POLICI NUTHORIZ
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	129 Pleasant Street										

	Client#: 1000594	MAINE	
40000			DATE (MM/DD/Y
ACORD _™	CERTIFICATE OF	LIABILITY INSURANCE	3/03/2020
CERTIFICATE DOES NO' BELOW. THIS CERTIFICA	AFFIRMATIVELY OR NEGATIVELY A	ON ONLY AND CONFERS NO RIGHTS UPON THE CERTIFIC AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED STITUTE A CONTRACT BETWEEN THE ISSUING INSURER IOLDER.	BY THE POLICIES
		ED, the policy(ies) must have ADDITIONAL INSURED prov	visions or be endorse

DDITIONAL INSURED provisions or be endorsed. **IMPORTANT:** If the If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s). I CONTACT

DATE (MM/DD/YYYY)

	NAME:					
PRODUCER USI Insurance Services, LLC 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123 INSURED MaineHealth Services	PHONE (A/C, No, Ext): 855 874-0123	(A/C, No): 877-775-0110				
· _	E-MAIL ADDRESS:					
South Portland, ME 04106	INSURER(8) AFFORDING	COVERAGE NAIC #	_			
855 874-0123	INSURER A : Travalars Property Casualty Inc. Co	36161				
	INSURER B :		_			
	INSURER C :					
22 Bramhall Street	INSURER D :		_			
Portland, ME 04102-3175	INSURER E :					
	INSURER F :					

	COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
Г	THIS IS TO C	ERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA	WE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
L			OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
L			D BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
н	EXCLUSIONS	AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAV	VE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	INSR TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	8
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							PRODUCTS - COMP/OP AGG	\$
	OTHER:							5
	AUTOMOBILE LIABILITY				_		COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO				•		BODILY INJURY (Per person)	\$
	AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	S
								s
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	5
	DED RETENTION \$							\$
A	WORKERS COMPENSATION			UB5K2905132043G	03/01/2020	03/01/2021	X PER OTH-	
	AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	s1,000,000
	OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A				-	E.L. DISEASE - EA EMPLOYEE	s1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NorDx is included as an Additional Named Insured

	CANCELLATION
Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
· · ·	Toda

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SAWCX



State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southern New Hampshire Health System, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 8 Prospect Street P.O. Box 2014 Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on July 31, 2020, as presented to the Executive Council as an Informational Item on August 26, 2020 (Item #O), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Southern New Hampshire Health System, Inc.

Amendment #1

Contractor Initials Date

SS-2021-DPHS-04-HOSPI-14-A01



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

State of New Hampshire Department of Health and Human Services

Name: Title: Commissioner

Southern New Hampshire Health System, Inc.

Name:

Title: CFO

10/13/2020 Date

Southern New Hampshire Health System, Inc.

SS-2021-DPHS-04-HOSPI-14-A01

Amendment #1



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

OFFICE OF THE ATTORNEY GENERAL

10/30/20 Date

atherine Pinos.

Name: Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Southern New Hampshire Health System, Inc. Amendment #1

SS-2021-DPHS-04-HOSPI-14-A01



Additional Scope of Services

- 1. BinaxNOW COVID-19 Antigen Testing and Supplies
 - 1.1. Section 2 and Sections 4 through 5 of Exhibit B Scopes of Services are also applicable to this Exhibit B-1.
 - 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
 - 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and
 - 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
 - 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
 - 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or waived complexity tests.
 - 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:
 - 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
 - 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s).
 - 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:

1.8.1. Hospitalized/in-patient.

Southern New Hampshire Health System, Inc. Exhibit B-1, Amendment #1

SS-2021-DPHS-04-HOSPI-14-A01

Page 1 of 2

Contractor Initials



- 1.8.2. In hospital outpatient observation status.
- 1.9. The Contractor may conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits up to seven (7) days per week provided by the Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive certain rapid testing.
 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. At such time as the State has developed a technical solution for reporting test results, the Contractor shall report negative test results and other test result information as requested by the Department in accordance with the Contractor's reporting capabilities.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

Southern New Hampshire Health System, Inc. Exhibit B-1, Amendment #1

Contractor Initials

SS-2021-DPHS-04-HOSPI-14-A01

State of New Hampshire Department of State

CERTIFICATE

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHERN NEW HAMPSHIRE HEALTH SYSTEM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 08, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 291619 Certificate Number: 0004967822



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of July A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

- I, Timothy Whitaker, hereby certify that:
- 1. I am a duly elected Officer of Southern New Hampshire Health System, Inc.
- 2. The following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on <u>July</u> <u>27, 2020</u>, at which a quorum of the Trustees were present and voting.

VOTED: That <u>Colin McHugh, Interim President and Paul Trainor, Chief Financial Officer</u> are duly authorized on behalf of <u>Southern New Hampshire Health System, Inc</u> to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: October 15, 2020

1 matt Whiteh

Signature of Elected Officer Name: Timothy Whitaker Title: Chair, Board of Trustees

Page 1 of 1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY) 07/29/2020

C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
lf	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject	to th	ne ter	rms and conditions of th	e polic	cy, certain p	olicies may i	•	
	is certificate does not confer rights t	o the	cen	ificate holder in lieu of si	CONTA			on Certificate Center	
	is Towers Watson Northeast, Inc.							FAX 1_B	8-467-2378
	26 Century Blvd					. Ext): 1-877-		(A/C, No): 1-80	
	Box 305191 wille, TN 372305191 USA				ADDRE	SS: Certific			······
	VIII, M JIZJUJIJI UJA					×	URER(S)AFFOF	IDING COVERAGE	NAIC # 89486
INSU					INSURE	AA		a Mutual Company	24988
	thern New Hampshire Bealth System,	Inc.						a Mutual Company	
): Kathryn E. Skouteris, Esq. cospect Street				INSURE			•	-
	Box 2014				INSURE			· - ··	
Nasl	NH 03060				INSURE		2		
CO	/ERAGES CER	TIFIC		NUMBER: W17369088		KF:	p.	REVISION NUMBER:	!
	IS IS TO CERTIFY THAT THE POLICIES				VE BEÉ	N ISSUED TO			LICY PERIOD
CI	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY (CLUSIONS AND CONDITIONS OF SUCH	PERT	AIN, 1	THE INSURANCE AFFORD	ED BY	THE POLICIE REDUCED BY	S DESCRIBEI PAID CLAIMS.	D HEREIN IS SUBJECT TO ALL	
INSR LTR	TYPE OF INSURANCE	ADDL.	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000 50,000
А								MED EXP (Any one person) \$	5,000
	·			002NH000015B4B		07/01/2020	07/01/2021	PERSONAL & ADV INJURY \$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:		1					GENERAL AGGREGATE \$	3,000,000
								PRODUCTS - COMPIOP AGG \$	3,000,000
	OTHER:							\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT \$	1,000,000
в								BODILY INJURY (Per person) \$	
В	OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED			90-15563-02		01/01/2020	01/01/2021	BODILY INJURY (Per accident) \$	
	AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE \$	
\vdash	1,							\$	
А	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	10,000,000
	X EXCESS LIAB X CLAIMS-MADE	{		002NH000015B48		07/01/2020	07/01/2021	AGGREGATE \$	10,000,000
<u> </u>	DED X RETENTION \$ 0								
_	AND EMPLOYERS' LIABILITY							× PER OTH- STATUTE ER	1 000 000
B	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A		90-15563-01		01/01/2020	01/01/2021	E.L. EACH ACCIDENT \$	1,000,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	1,000,000
	DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES IA	CORD	101, Additional Remarks Scherter	le, may h	e atlached if mor	e space is require	d)	
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					CAN				
						CELLATION			
					THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE CANCE EREOF, NOTICE WILL BE D	
					ACC	ORDANCE WI	TH THE POLIC	Y PROVISIONS.	
	te of NH				AUTHO	RIZED REPRESE	NTATIVE	<u> </u>	
	DHHS. Pleasant Street						•		
	cord, NH 03301					Jula M	overs		
	1			· · · · · · · · · · · · · · · · · · ·	·			ORD CORPORATION. All ri	ghts reserved.

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State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Speare Memorial Hospital, (hereinafter referred to as "the Contractor"), a New Hampshire Limited Liability Company with a place of business at 16 Hospital Road Plymouth, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on July 31, 2020, as presented to the Executive Council as an Informational Item on August 26, 2020 (Item #O), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Contractor Initials 10 Date

SS-2021-DPHS-04-HOSPI-15-A01

Page 1 of 3



Ail terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

State of New Hampshire Department of Health and Human Services

Name:

Title: Commissioner

Speare Memorial Hospital

Name: Barche Traus Title: CFO

10/5/00 Date

Speare Memorial Hospital

SS-2021-DPHS-04-HOSPI-15-A01

Amendment #1



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

OFFICE OF THE ATTORNEY GENERAL

10/13/20

Date

atherine Pinos

Name: Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

æ Name: Date Tauc Bordier Title:

Date

Name: Title:

Speare Memorial Hospital

Amendment #1



Additional Scope of Services

1. BinaxNOW COVID-19 Antigen Testing and Supplies

- 1.1. Section 2 and Sections 4 through 5 of Exhibit B Scopes of Services are also applicable to this Exhibit B-1.
- 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
- 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and
- 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
- 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
- 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or walved complexity tests.
- 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:
 - 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
 - 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s), including off-site provider office(s) and urgent care center(s).
- 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:
 - 1.8.1. Hospitalized/in-patient.
 - 1.8.2. In hospital outpatient observation status.

Speare Memorial Hospital

Exhibit B-1, Amendment #1

Contractor Initials $\underline{\textcircled{b}}$ Date $\underline{10(5)}$

SS-2021-DPHS-04-HOSPI-15-A01

Page 1 of 2



- 1.9. The Contractor shall conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits seven (7) days per week provided by the Department at an outpatient community testing site or an Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive tests using the BinaxNOW COVID-19 Antigen Test supplies.
 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department. Additionally, the Contractor may charge for a visit (E&M) when performing an examination, diagnosis and treatment of symptomatic patients, if the Contractor deems the symptoms require such evaluation and management.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

Speare Memorial Hospital

Exhibit B-1, Amendment #1

Contractor Initials

SS-2021-DPHS-04-HOSPI-15-A01

Business Details		· ·	
Business Name: SPEARE ME	MORIAL HOSPITAL	Business [D: 65526	
Business Type: Domestic N	onprofit Corporation	Business Status: Good Standing	
Business Creation Date: 07/03/1899	Η	Name in State of Incorporation: Not Available	
Date of Formation in Jurisdiction: 07/03/1899	· ·		
Principal Office Address: 16 Hospital	Rd, Plymouth, NH, 03264, USA	Mailing Address: NONE	
Citizenship / State of Incorporation: Domestic/N	lew Hampshire		
		Last Nonprofit Report Year: 2015	
		Next Report Year: 2020	
Duration: Perpetual			
Business Email: NONE		Phone #: NONE	
Notification Email: NONE		Fiscal Year End Date: NONE	

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CERTIFICATE OF AUTHORITY

hereby certify that: (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory) 1. I am a duly elected Clerk/Secretary/Officer of <u>Spears Memorial Hospital</u> (Corporation/LLC Name) 2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on (Date) VOTED: That Travis Boucher, CFO (Name and Title of Contract Signatory) (may list more than one person) is duly authorized on behalf of Speare Memorial Hogoital to enter into contracts or agreements with the State (Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated:

Signature of Elected Officer Name: Michelle L. M. Even Title: President/CEO

ACORD
ACCAD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

<u> </u>										0/1/2020	
C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMA ELOW. THIS CERTIFICATE OF II EPRESENTATIVE OR PRODUCER,	TIVE	LY O ANCE	R NEGATIVELY AMEND E DOES NOT CONSTITU), EXTE	END OR ALT	FER THE CO	VERAGE AFFORDED	ву тні	POLICIES	
ſN	PORTANT: If the certificate holds	r is a	n AD	DITIONAL INSURED, the	policvi	(les) must ha		NAL INSURED provisio	ns or b	a endorsed	
lf	SUBROGATION IS WAIVED, subje	ct to	the te	erms and conditions of i	the poli	icy, certain p	olicies may	require an endorsemer	nt. A si	atement on	
	DUCER		-		LONT/	ACT	·				
	nur J. Gallagher Risk Managemer	nt Sei	vices	a, Inc.			1.6700	FAX (A/C, No)	617.64	6.0400	
	Atlantic Avenue iton MA 02210				E-MAIL	•		(A/G, NO)	011-04	0-0-00	
003	101 MA 022 10				ADORI					· · · · · · · · · · · · · · · · · · ·	
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INSU	RED			SPEAMEM-0	1		ice American	Specialty Ins Co		41718	
	are Memorial Hospital				INSURI						
	Hospital Road				INSUR			· · · · ·			
Piya	nouth NH 03264				INSURI						
				,	INSURI						
201	ERAGES CE	DTIE			INSURI		•	000000000000			
	IS IS TO CERTIFY THAT THE POLICIE			E NUMBER: 607801942		NICCUED TO		REVISION NUMBER:			
INI CE EX	DICATED. NOTWITHSTANDING ANY F RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCI	requi Per Pol	REME TAIN ICIES.	NT, TERM OR CONDITION THE INSURANCE AFFORE LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE	CT TO Y	MHICH THIS	
LTR	TYPE OF INSURANCE	INST		POLICY NUMBER		POLICY EFF (MM/DO/YYYY)	POLICY EXP	LIMIT	18		
^	X COMMERCIAL GENERAL LIABILITY		·	HCP10005550706		10/1/2020	-10/1/2021	EACH OCCURRENCE	\$ 1,000	.000	
	CLAMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,00	0	
L								MED EXP (Any one person)	\$ 5,000		
]		1					PERSONAL & ADV INJURY	\$ 1,000	000	
ſ	GEN'L AGGREGATE LIMIT APPLIES PER:	-						GENERAL AGOREGATE	\$ 3,000	000	
F								PRODUCTS - COMP/OP AGG	\$ 3,000		
ſ	OTHER:								3		
	AUTOMOBILE LIABILITY	İ		·····				COMBINED SINGLE LIMIT	3		
ŀ	ANY AUTO	1	E					(Ea_accident) BODILY INJURY (Per person)	5		
f	OWNED SCHEDULED							BODILY INJURY (Per accident)	5		
· †	AUTOS ONLY AUTOS HIRED NON-OWNED		ł					PROPERTY DAMAGE	5		
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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 SPEARE HEALTH
 NETWORK, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April
 30, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 270735 Certificate Number: 0004460941



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IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of March A.D. 2019.

William M. Gardner Secretary of State

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State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and St. Joseph Hospital of Nashua, NH., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 172 Kinsley Street Nashua, 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on July 31, 2020, as presented to the Executive Council as an Informational Item on August 26, 2020 (Item #O), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Contractor Initiaj Date

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Amendment #1



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

State of New Hampshire Department of Health and Human Services

1.20 Date

Namè Title: 00 mmissione St. Joseph Hospital of Nashra, NH.

Name: Title:

St. Joseph Hospital of Nashua, NH.

Amendment #1

Page 2 of 3

SS-2021-DPHS-04-HOSPI-18-A01



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

OFFICE OF THE ATTORNEY GENERAL

10/30/20

Catherine Pinos

Date

Name: Catherine Pinos Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

St. Joseph Hospital of Nashua, NH.

Amendment #1



Additional Scope of Services

1. BinaxNOW COVID-19 Antigen Testing and Supplies

- 1.1. Section 2 and Sections 4 through 5 of Exhibit B Scopes of Services are also applicable to this Exhibit B-1.
- 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
- 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and
- 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
- 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
- 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or waived complexity tests.
- 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:
 - 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
 - 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s).
- 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:
 - 1.8.1. Hospitalized/in-patient.
 - 1.8.2. In hospital outpatient observation status.

Contractor Initials

St. Joseph Hospital of Nashua, NH Exhibit B-1, Amendment #1

SS-2021-DPHS-04-HOSPI-16-A01

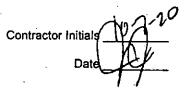
Page 1 of 2



- 1.9. The Contractor shall conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits seven (7) days per week provided by the Department at an outpatient community testing site or an Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive tests using the BinaxNOW COVID-19 Antigen Test supplies.
 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies, provided by the Department.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

St. Joseph Hospital of Nashua, NH

Exhibit B-1, Amendment #1



SS-2021-DPHS-04-HOSPI-16-A01

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 ST. JOSEPH HOSPITAL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 09, 1943. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64317 Certificate Number: 0004973867



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of August A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I. KICHARD J KAMONDON (Name of the elected Officer of the Corporation/L	, hereby certify that: LC; cannot be contract signatory)
1. I am a duly elected Clerk/Secretary Officer of 51. C	TOSEPH HOSPITAL OF NASHVA N.H. ation/LLC Name)
2. The following is a true copy of a vote taken at a meetin held on <u>September 29</u> , 20 <u>20</u> , at which a quorun (Date)	
VOTED: That JUNN JURIZYK PRESIDEN J (Name and Title of Contract Signatory)	(may list more than one person)
is duly authorized on behalf of <u>ST. JOSEPH HOSE ITAL</u> (Name of Corporation/ LI	The second secon

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract termination to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: SEPTEMBER 29,2020

Signature of Elected Officer Name: RICHARD I PLANONDON Title: TREASULOR

STATE OF NEW HAMPSHIRE

County of Hills borough

The foregoing instrument was acknowledged before me this <u>29^{tb}</u> day of <u>September</u> 2020,

By RICHARD J PLAMONDON (Name of Elected Clerk/Secretary/Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3/11/2025

Rev. 09/23/19

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CERTIFICATE OF LIADULITY INCURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE								
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on								
this certificate does not confer rights to the certificate holder in lieu of								
PRODUCER CONTACT Willis Towars Watson Certificate Center / NAME: Non Insurance Managers (Cayman) Ltd.								
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CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1 DATE (MM/DD/YYYY)

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SR ID: 20187229

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State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Valley Regional Hospital, Inc.., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 243 Elm Street Claremont, NH 03743.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on July 31, 2020, as presented to the Executive Council as an Informational Item on August 26, 2020 (Item #O), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Amendment#1





All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

State of New Hampshire Department of Health and Human Services

Name: Title:

Valley Regional Hospital, Inc.

M

Name: Joek kyn F. Cajile my Title: Preudent + CED

Valley Regional Hospital, Inc.

SS-2021-DPHS-04-HOSPI-18-A01

Amendment #1

Page 2 of 3

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing



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

OFFICE OF THE ATTORNEY GENERAL

10/13/20

Catherine Pinos

Date

Name: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Valley Regional Hospital, Inc.

Amendment #1



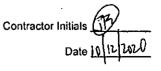
Additional Scope of Services

1. BinaxNOW COVID-19 Antigen Testing and Supplies

- 1.1. Section 2 and Sections 4 through 5 of Exhibit B Scopes of Services are also applicable to this Exhibit B-1.
- 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
- 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset; and
- 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
- 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
- 1.6. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or waived complexity tests.
- 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who:
 - 1.7.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; and
 - 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s).
- 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:
 - 1.8.1. Hospitalized/in-patient.
 - 1.8.2. In hospital outpatient observation status.

Valley Regional Hospital, Inc.

Exhibit B-1, Amendment #1



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Page 1 of 2



- 1.9. The Contractor shall conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits seven (7) days per week provided by the Department at an outpatient community testing site or an Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive tests using the BinaxNOW COVID-19 Antigen Test supplies.
 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies. provided by the Department.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

Exhibit B-1, Amendment #1

Contractor Initials Date

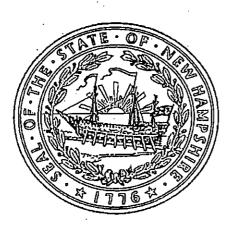
SS-2021-DPHS-04-HOSPI-18-A01

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 VALLEY REGIONAL HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 30, 1962. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65690 Certificate Number : 0004628957



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 13th day of December A.D. 2019.

William M. Gardner Secretary of State

ausiness Details	
Business Name: VALLEY REGIONAL HOSPITAL, INC.	Business ID: 65690
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 11/30/1962	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 11/30/1962	· · ·
Principal Office Address: 243 Elm St, Claremont, NH, 03743, USA	Mailing Address: 243 Elm Street, Claremont, NH, 03743, US
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: tammy.wilson@vrh.org	Phone #: NONE
Notification Email: tammy.wilson@vrh.org	Fiscal Year End Date: NONE

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CERTIFICATE OF AUTHORITY

CERTIFICATE OF AUTHORITY

ł	Patricia Putnam	, hereby certify that:
(Name	e of the elected Officer of the Corporation/LLC; cannot be co	ontract signatory)
1.1 am a duly (elected Clerk/Secretary/Officer of Valley Regional H	ospital
	(Corporation/LLC Name)	
2. The followin held on <u>Au</u>	ig is a true copy of a vote taken at a meeting of the Board of igust 26 , 2020 , at which a quorum of the Direct (Date)	
VOTED: That	Jocelyn Caple, Interim President and CEO (Name and Title of Contract Signatory)	(may list more than one person)

is duly authorized on behalf of <u>Valley Regional Hospital effective 09/04/2020</u> to enter into contracts or agreements (Name of Corporation/ LLC)

with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is altached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: August 26, 2020

Signature of Elected Officer Name: Patricia Putnam Title: Chair Valley Regional Hospital Board of Trustees

CERTIFICATE OF LIABILITY INSURANCE

Date:	
10/25/20	

Administrator: New England Special Risks, Inc. 19 Oyster Way		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.			
Mashpee, Ma. 02649 Phone: (508) 561-6111	INSURERS AFFORDING COVERAGE				
Insured:	Insurer A:	Coverys Specialty Insurance Co.			
Valley Regional Healthcare, Inc. and Valley Regional Hospital	Insurer B:				
243 Elm St.					
Claremont, NH. 03743	Insurer D:				
	Insurer E:				

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the 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, aggregate limits shown may have been reduced by paid claims.

	•		claims.		· · · · · · · · · · · · · · · · · · ·		
NS. .TR.	TYPE OF INSURANCE	POLICY NUMBER	Policy Effective Date	Policy Expiration Date	LIMITS		
	General Liability			Date	Each Occurrence	\$	1,000,0
	Commercial General Liability				Fire Damage (Any one fire)		50,0
A	Claims Made 🔽 Occurrence				Med Exp (Any one person)	\$	5,0
	✓ Deductible- \$0	005-NH-000024317	11/1/2020	11/1/2021		\$	1,000,0
					General Aggregate	\$	3,000,0
	General Aggregate Limit Applies Per:			- + i		\$	1,000,0
	Policy Project Loc	,					
	Automobile Liability				Combined Single Limit (Each accident)	\$	
	All Owned Autos				Bodily Injury (Per person)	\$	
	Scheduled Autos				Bodily Injury (Per accident)	_	
					Property Damage	\$	
	· · · · · · · · · · · · · · · · · · ·		•		L		
	Garage Liability				Auto Only - Ea. Accident	\$	
	Any Auto					\$	
					Auto Only: Agg	\$,
	Excess Liability					\$	10,000,0
	✓ Occurrence ✓ Claims Made					\$	10,000,0
Α		005-NH-000024317	11/1/2020	11/1/2021		\$	
	Deductible-\$0					\$	
	Retention \$					\$	
	Workers Compensation and Employers' Llability				Statutory Other		
						\$	
					E.L. Disease-Ea. Employe		
				-	E.L. Disease - Policy Limit	\$	
	Healthcare Medical Professional						
Α	Liability- Claims Made	005-NH-000024317	11/1/2020	11/1/2021	Per Incident		\$1,000,000
	Deductible- \$0				Aggregate		\$3,000,000

 Certificate Holder
 Should any of the above policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

 129 Pleasant St
 Authorized Representative

 Concord, NH. 03301
 Concord, NH. 03301

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing



State of New Hampshire Department of Health and Human Services Amendment #1 to the Hospital-Based COVID-19 Community Testing

This 1st Amendment to the Hospital-Based COVID-19 Community Testing contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Wentworth-Douglass Hospital (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 789 Central Avenue Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on July 31, 2020, as presented to the Executive Council as an Informational Item on August 26, 2020 (Item #O), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1, Additional Scope of Services, which is attached hereto and incorporated by reference herein.

Amendment #1

Contractor Initials

Date 10.7.2020

SS-2021-DPHS-04-HOSPI-20-A01

Page 1 of 3

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

State of New Hampshire Department of Health and Human Services

Name: Title: 0 N

Wentworth-Douglass Hospital

Velu Name:

Title:

<u>/0.7.2020</u> Date

Wentworth-Douglass Hospital

Amendment #1

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Page 2 of 3

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing



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

OFFICE OF THE ATTORNEY GENERAL

. 10/13/20 Date

atherine Pinos Name:

Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

Wentworth-Douglass Hospital

Amendment #1

SS-2021-DPHS-04-HOSPI-20-A01

Page 3 of 3

New Hampshire Department of Health and Human Services Hospital-Based COVID-19 Community Testing Exhibit B-1



Additional Scope of Services 1. BinaxNOW COVID-19 Antigen Testing and Supplies 1.1. Section 2 and Sections 4 through 5 of Exhibit B - Scopes of Services are also applicable to this Exhibit B-1. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) 1.2. use in patient care settings operating under a Clinical Laboratory Improvement Amendments of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation. 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset: and 1.4. The Contractor shall be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies. The Contractor shall adhere to proper use procedures and indications for BinaxNOW 1.5. COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, Including applicable Health Advisory Network (HAN) messages. The Contractor shall ensure COVID-19 tests that use BinaxNOW COVID-19 Antigen 1.6. Test supplies are only performed by laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 and that meet the requirement to perform moderate, high or waived complexity tests. 1.7. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for patients in the Contractor's catchment area who: Have COVID-19 symptoms, with symptom onset within the last seven (7) 1.7.1. days; and 1.7.2. Are being treated in the Contractor's Emergency Department(s) or outpatient setting(s). 1.8. The Contractor shall not use BinaxNOW COVID-19 Antigen Test supplies provided by the Department for patients who are:

- 1.8.1. Hospitalized/in-patient.
- 1.8.2. In hospital outpatient observation status.

Wentworth-Douglass Hospital

Exhibit B-1, Amendment #1

Contractor Initials Date 10.7, 2020

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Page 1 of 2



- 1.9. The Contractor shall conduct tests using BinaxNOW COVID-19 Antigen Test supplies via same-day visits seven (7) days per week provided by the Department at an outpatient community testing site or an Emergency Department, provided the Contractor has available BinaxNOW COVID-19 Antigen Test supplies.
- 1.10. The Contractor shall maintain current information about rapid testing availability on the Contractor's website that includes, but is not limited to:
 - 1.10.1. Individuals who are eligible to receive tests using the BinaxNOW COVID-19 Antigen Test supplies.
 - 1.10.2. Testing locations.
 - 1.10.3. Days/hours when testing is available.
- 1.11. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) if there are any changes to information on its website about testing availability within three (3) business days.
- 1.12. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf.
- 1.13. The Contractor shall report negative test results and other test result information as requested by the Department using a method specified by the Department.
- 1.14. The Contractor shall not charge a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.15. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
- 1.16. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department based on the patient's inability to pay a specimen collection fee or for any other reason other than lack of available supplies.

Wentworth-Douglass Hospital SS-2021-DPHS-04-HOSPI-20-A01 Exhibit B-1, Amendment #1

Contractor Initials

Date 10.7.2020

Page 2 of 2

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 WENTWORTH-DOUGLASS HOSPITAL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 09, 1905. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 68727 Certificate Number: 0004961501



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of July A.D. 2020.

William M. Gardner Secretary of State

CERTIFICATE OF AUTHORITY

I, Carol Bailey, Chairman, hereby certify that:

1. I am a duly elected Officer of Wentworth-Douglass Hospital.

2. The following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on October 5, 2020, at which a quorum of the Trustees was present and voting.

VOTED: That Peter Walcek, Vice President of Finance/Chief Financial Officer, is duly authorized on behalf of Wentworth-Douglass Hospital to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract termination to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10-5-2020

Signature of Elected Office) Name: Carol Bailey Title: Chairman

STATE OF NEW HAMPSHIRE

County of Strafford

The foregoing instrument was acknowledged before me this 5th day of October 2020,

(Notary Public/

(NOTARY SEAL)

Commission Expires: 9-11-2025

ELEANOR L. LALIBERTE, Notary Public My Commission Expires September 11, 2025

Controlled Risk Insurance Company of Vermont, Inc. (A Risk Retention Group) Burlington, Vermont

Medical Professional Liability and General Liability Policy

Additional Insured Endorsement

Named Insured: THE MASSACHUSETTS GENERAL HOSPITAL	Effective Date: 01/01/2020
Policy No: MGH-CRICO-C-GLPL-1606-2020	Endorsement No: E2-36
Endorsement Effective Date: 07/21/2020	Policy Period: 01/01/2020 to 12/31/2020

Additional Insured: State of New Hampshire, Department of Health and Human Services

STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES 129 PLEASANT STREET CONCORD, NH 03301

This Endorsement modifies the General Liability Policy.

- 1. For purposes of this Endorsement only, Section IV of the General Liability Policy, PERSONS INSURED, is amended to include the person(s), organization(s) or entities set forth above as an additional insured ("Additional Insured"), but only with respect to liability for Bodily Injury, Property Damage, or Personal and Advertising Injury caused by:
 - 1. the negligence of the Named Insured; or
 - 2. the negligence of others acting on behalf of the Named Insured;

and, in either case of 1 or 2 above, only to the extent such liability arises out of Wentworth-Douglass Hospital agreement with the State of New Hampshire for the COVID Program (the "Agreement").

However, the insurance afforded to such Additional Insured pursuant to this Endorsement:

- 1. Only applies to the extent permitted by law; and
- 2. Only applies to Claims resulting from an Event occurring within the Policy Territory, Policy Period, and subsequent to the Endorsement Effective Date; and,
- 3. Will not be broader than that which the Named Insured is required by the Agreement to provide to such Additional Insured.
- II. With respect to the insurance afforded to the Additional Insured only, Section II "LIMITS OF LIABILITY" is deleted and replaced with the following:

Regardless of the number of Claims made, Suits brought, Insureds, Additional Insureds, persons injured, or persons asserting Claims, the Company's liability is limited as follows:

- a. The limit of liability applicable to each Claim arising out of an Event is the amount required by the Agreement; or \$5,000,000 (Five Million Dollars), whichever is less. That amount is the most the Company will pay for all Damages as well as all Claims Expense arising out of each Event under this policy and endorsements attached hereto.
- b. The limit of liability applicable to each Claim because of all Personal and Advertising Injury sustained by any one person or organization or group of related persons or organizations is the amount required by the Agreement or \$5,000,000 (Five Million Dollars), whichever is less. That amount is the most the Company will pay for all Damages as well as all Claims Expense because of all Personal and Advertising Injury sustained by any one person or organization or group of related persons or organizations.

Subject to the limits of liability stated in a and b above, the most the Company will pay on behalf of the Insureds, Additional

Insureds, and the Named Insured combined for all Damages and all Claims Expense for any one Claim is the amount required by the Agreement or \$5,000,000 (Five Million Dollars), whichever is less.

Any claims that have or are alleged to have as a common nexus or cause, any fact, circumstance, situation, act, decision, event, treatment, transaction or negligence or have or are alleged to have a series of logically connected facts, circumstances, situations, acts, decisions, events, treatments, transactions or negligence, shall be treated as arising from one Event or one Personal and Advertising Injury liability, as the case may be, and shall be considered a single Claim under this policy.

Notwithstanding the limits described in this LIMITS OF LIABILITY section, a sub-limit of \$50,000 per Loss applies to **Property Damage** to structures or portions thereof, including fixtures permanently attached thereto, which are rented or occupied, but not owned, by an **Insured** and caused by fire.

Notwithstanding the limits described in this LIMITS OF LIABILITY section, a sub-limit of \$25,000 per Loss applies to Property Damage to property which is:

- 1. An Elevator rented or occupied, but not owned, by an Insured; or
- 2. Rented or occupied, but not owned, by an Insured and the Property Damage is caused by an Elevator Collision.

In addition, the LIMITS OF LIABLITY applicable to a Claim against the Additional Insured shall not exceed the LIMITS OF LIABILITY as required under the terms of the Agreement.

This endorsement shall not increase the applicable Limits of Liability shown on the DECLARATIONS page of the Policy regardless of the number of Claims, Insureds or Additional Insureds.

III. Should the above described policy be canceled before the expiration date thereof, the Company will endeavor to mail 30 days written notice to the Additional Insured, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

All other terms and conditions of the policy shall remain unchanged by this Endorsement.

Terms appearing in **bold** in this Endorsement shall have the same meaning as the definition of that term in the policy which this Endorsement modifies.

Notice: The Policy and this endorsement are issued by a risk retention group. A 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 risk retention groups.

IN WITNESS WHEREOF the Company has caused this Endorsement to be signed by its duly authorized representative.

Rev. 08-2019

Duly Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

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Page 1 of 1

DATE (MM/DD/YYYY) 07/30/2020

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an A If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the c	terms and conditions of th	e policy, certain policy, cert	olicies may ı).	equire an endorsement	t. Ast				
PRODUCER				on Certificate Center	r				
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd		PHONE (A/C. No. Ext): 1-877-	-945-7378	FAX (A/C, No):	1-888	-467-2378			
P.O. Box 305191		E-MAIL ADDRESS: Certific							
Nashville, TN 372305191 USA		INS	URER(S) AFFOR	DING COVERAGE		NAIC #			
		INSURERA: Safety	National C	asualty Corporation		15105			
INSURED		INSURER B :							
Wentworth-Douglass Hospital 789 Central Avenue		INSURER C :	1						
Dover, NH 03820		INSURER D :							
		INSURER E :							
		INSURER F :							
	TE NUMBER: W17416888			REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INS INDICATED. NOTWITHSTANDING ANY REQUIRE CERTIFICATE MAY BE ISSUED OR MAY PERTAI EXCLUSIONS AND CONDITIONS OF SUCH POLICIE	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD	OF ANY CONTRACT	OR OTHER D	OCUMENT WITH RESPE	CT TO	WHICH THIS			
INSR TYPE OF INSURANCE ADDLISU	JBR ND POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	\$				
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· · · · · · · · · · · · · · · · · · ·				MED EXP (Any one person)	s				
				PERSONAL & ADV INJURY	\$				
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	5				
				PRODUCTS - COMP/OP AGG	s				
OTHER:					\$				
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$				
ANY AUTO				BODILY INJURY (Per person)	\$				
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AUTOS ONLY AUTOS ONLY				(Per accident)	\$				
					\$				
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AND EMPLOYERS' LIABILITY				STATUTE ER					
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(Mandatory in NH)									
DÉSCRIPTION OF OPERATIONS below A Employers Liability	AGC4062094	01/01/2020	01/01/2021	E.L. DISEASE - POLICY LIMIT Per Occurrence'	\$ \$1,000	0.000			
Employers Liability				Aggregate	\$1,000	-			
Self Insured Retention				Per Occurrence	\$650,0				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACC	ORD 101, Additional Remarks Schedul	ie, may be attached if more	e space is require	d)	. · ·				
CERTIFICATE HOLDER									
		CANCELLATION			<u> </u>				
State of NH			DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL E Y PROVISIONS.					
Department of Health and Human Services		AUTHORIZED REPRESE	_						
129 Pleasant Street Concord, NH 03301		Jula Mt	Powers-						
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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette Commissioner

Lisa M. Morris Director .29 HAZEN DRIVE, CONCORD, NH 03301 603-271-4501 1-800-852-3345 Ext. 4501 Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

September 1, 2020

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

INFORMATIONAL ITEM

<u>Action #1:</u> Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into **Retroactive, Sole Source** contracts with the vendors listed below in an amount not to exceed \$1,160,000 for conducting hospital-based COVID-19 community testing and testing-related activities, with the option to renew for up to one (1) additional year, effective retroactive to August 1, 2020, through December 1, 2020. 100% Federal Funds.

Vendor Name	Vendor Code	Contract Amount
Core Physicians, LLC Exeter, NH	VC177845	\$290,000
Appledore Medical Group, Inc. Portsmouth, NH	TBD	\$580,000
Littleton Hospital Association d/b/a Littleton Regional Healthcare Littleton, NH	VC177162	\$145,000
The Memorial Hospital at North Conway North Conway, NH	TBD	\$145,000
		\$1,160,000

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-095-090-903010-19010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90183518	1,160,000
			Total	\$1,160,000

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 3

Action #2: Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive Sole Source** amendment to an existing contract with Catholic Medical Center (VC# TBD), Manchester, NH for conducting hospital-based COVID-19 community testing and testing-related activities, with no change to the price limitation of \$290,000 and no change to the contract completion date of December 1, 2020, effective retroactive to August 1, 2020. 100% Federal Funds.

The original contract was approved by the Governor on July 31, 2020, and was presented to the Executive Council on August 26, 2020 (Informational Item #O).

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-095-090-903010-19010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90183518	\$290,000
			Total	\$290,000

EXPLANATION

<u>Action #1:</u> This item is Sole Source and Retroactive because the Department, in the interest of the public's health and safety, identified hospitals with catchment areas throughout New Hampshire and capacity to immediately begin conducting community COVID-19 testing and testing-related activities. The Contractors are therefore uniquely qualified to provide COVID-19 testing to individuals who reside within each hospital's catchment area or local community.

<u>Action #2:</u> This item is **Sole Source** because the original contract was sole source and MOP 150 requires subsequent amendments to be identified as sole source. This amendment is **Retroactive** because the Department needed to make a minor modification to the existing scope of service effective back to August 1, 2020, which is the date the Contractor began providing services.

The Contractors are conducting COVID-19 specimen collection and testing for individuals who reside within each hospital's catchment area or local community, regardless of the individuals' prior affiliations with the hospital. The Contractors test both individuals who have symptoms of COVID-19 or who are pre-symptomatic or asymptomatic at the request of the individuals to be tested or the Department. Contractors also utilize various communication methods, including the hospitals' websites, newsletters, and social media platforms, to inform the local community members how and when they can access the services and the location of the specimen collection sites.

The exact number of residents of the State of New Hampshire served from August 1, 2020, to December 1, 2020, will depend on the trajectory of the COVID-19 pandemic.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 3

The Department will monitor contracted services by requiring each Contractor to report:

- Number of persons who received COVID-19 testing.
- Number of persons assisted with enrollment in the Medicaid COVID-19 Testing benefit or other assistance program who received COVID-19 testing.
- Number of persons for whom race and/or ethnicity is documented.
- Allowable expenses incurred during the duration of the contract.

As referenced in Exhibit A Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2., Paragraph 3.3 of the attached contracts, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: 100% Federal Funds. CFDA #93.323, FAIN #NU50CK000522

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

Respectfully submitted,

Lori A. Shibinette Commissioner



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301 603-271-4501 1-800-852-3345 Ext. 4501 Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 7, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15, Governor Sununu authorized the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed \$2,842,000 for conducting hospital-based COVID-19 community testing and testing-related activities, with the option to renew for up to one (1) additional year, for the period August 1, 2020, through December 1, 2020. 100% Federal Funds.

Vendor Name	Vendor Code	Contract Amount
North Country Healthcare, Inc. Whitefield, NH	VC301179	\$435,000
Catholic Medical Center Manchester, NH	TBD	\$290,000
The Cheshire Medical Center Keene, NH	TBD	\$232,000
Elliot Health System Manchester, NH	TBD	\$290,000
LRGHealthcare Laconia, NH	VC177318	\$290,000
Huggins Hospital Wolfeboro, NH	TBD	\$145,000
Southern New Hampshire Health System, Inc. Nashua, NH	TBD	\$290,000
Speare Memorial Hospital Plymouth, NH	VC177178	\$145,000
St. Joseph Hospital of Nashua, NH Nashua, NH	VC177169	\$290,000
Valley Regional Hospital, Inc. Claremont, NH	VC232794	\$145,000
Wentworth-Douglass Hospital Dover, NH	VC177187	\$290,000
		\$2,842,000

Lori A. Shibinette Commissioner

Lisa M. Morris Director His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 3

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-095-090-903010-19010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90183518	\$2,842,000
		· · · · · · · · · · · · · · · · · · ·	Total	\$2,842,000

EXPLANATION

This item is **Sole Source** because the Department, in the interest of the public's health and safety, identified hospitals with catchment areas throughout New Hampshire and capacity to immediately begin conducting community COVID-19 testing and testing-related activities. The Contractors are therefore uniquely qualified to provide COVID-19 testing to individuals who reside within each hospital's catchment area or local community.

The exact number of residents of the State of New Hampshire served from August 1, 2020, to December 1, 2020, will depend on the trajectory of the COVID-19 pandemic.

Contractors will conduct COVID-19 specimen collection and testing for individuals who reside within each hospital's catchment area or local community, regardless of the individuals' prior affiliations with the hospital. The Contractors will test both individuals who have symptoms of COVID-19 or who are pre-symptomatic or asymptomatic at the request of the individuals to be tested or the Department. Contractors will also utilize various communication methods, including the hospitals' websites, newsletters, and social media platforms, to inform the local community members how and when they can access the services and the location of the specimen collection sites.

The Department will monitor contracted services by requiring each Contractor to report:

- Number of persons who received COVID-19 testing.
- Number of persons assisted with enrollment in the Medicaid COVID-19 Testing benefit or other assistance program who received COVID-19 testing.
- Number of persons for whom race and/or ethnicity is documented.
- Allowable expenses incurred during the duration of the contract.

As referenced in Exhibit A Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2., Paragraph 3.3 of the attached contracts, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval. His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 3

Areas served: Statewide

Source of Funds: 100% Federal Funds. CFDA #93.323, FAIN #NU50CK000522

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

Respectfully submitted,

Lori A. Shibinette Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.