

The State of New Hampshire  
**Department of Environmental Services**

**Thomas S. Burack, Commissioner**

*Celebrating 25 years of protecting  
New Hampshire's environment.*



*Burack*  
*50*

January 16, 2012

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a grant agreement with Frisbie Memorial Hospital (FMH), Rochester, New Hampshire (Vendor # 177159) in an amount not to exceed \$19,000 to support the purchase of two MediDock Ambulance Anti-idling Kiosks, effective upon Governor and Council approval through September 30, 2013. Funding is 100% Federal.

Funding is available in account as follows:

	<u>FY 2013</u>
03-44-44-443010-2278-072-500573	\$19,000
Dept Environmental Services, Federal DERA Funds, Grants- Federal	

**EXPLANATION**

Under the Diesel Emission Reduction Act (DERA) the U.S. Environmental Protection Agency (EPA) provides funding for State Clean Diesel Programs to support projects that reduce harmful emissions produced by diesel vehicles. Diesel particulate emissions have been categorized as a likely human carcinogen by the EPA, have been linked to respiratory and heart diseases, and are known to aggravate asthma and other respiratory ailments. New Hampshire's State Clean Diesel Program plan approved by the EPA includes grant funding for projects that reduce the need for diesel engine idling, with a focus on reducing diesel exhaust exposure by sensitive populations such as very young, very old, or ill individuals.

After patient delivery or in anticipation of patient transport, ambulances often idle for extended periods at hospitals due to the need to control interior temperature to protect vital medications stored within the ambulance and for patient comfort, and to maintain battery charge for onboard medical equipment and motor starting. Ambulances often idle directly outside emergency room entrances where their exhaust can be drawn through the doors into the emergency room exposing patients, staff and visitors to diesel exhaust. Ambulance anti-idling kiosks are able to supply heated or air-conditioned air and a 120 volt power supply directly to the waiting ambulance allowing the vehicle's motor to be turned off.

DES reached out to hospitals wishing to participate in a pilot program to test this relatively new technology. Three hospitals responded favorably; Frisbie Memorial Hospital (Rochester), Lakes Region General Hospital (Laconia) and Elliot Hospital (Manchester). Presently, there are only two companies manufacturing ambulance anti-idling kiosks; Craufurd Manufacturing, LLC. produces the MediDock kiosk, and EnviroDock Inc. produces the EnviroDock kiosk. DES

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

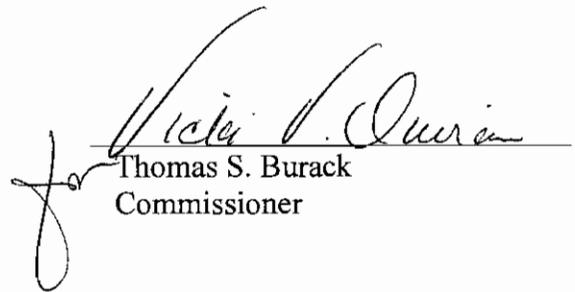
requested technical and cost information from both companies and worked with the three hospitals to determine whether one or both of the available units would meet their needs.

The hospitals had three criteria they considered most important in meeting their needs for an anti-idling kiosk: 1) the manufacturer should have a demonstrated success record in the construction, installation and operation of a kiosk; 2) the kiosk heating/cooling air supply hose should retract inside the kiosk to reduce winter maintenance; and, 3) the heating/cooling air supply hose connection to the vehicle should be simple and easy to use.

Of the two available kiosks, only the MediDock unit met all the criteria. FMH has requested funding for the MediDock unit and DES concurs with their decision. FMH will provide all site work for the installation of the kiosk, including site preparation, construction of a concrete pad and provision of a 208 volt 3-phase power source to the pad as per manufacturer specifications. DES will provide DERA funds for the purchase price of two MediDock kiosks.

The contract has been approved by the Department of Justice as to form, content, and execution. In the event that the Federal funds become no longer available, General funds will not be requested to support this program.

We respectfully request your approval.



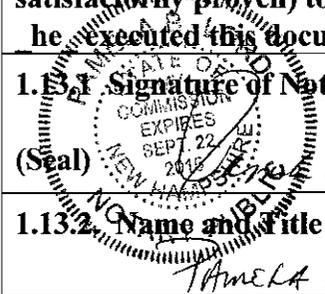
Thomas S. Burack  
Commissioner

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATIONS**

<b>1.1. State Agency Name</b> Department of Environmental Services		<b>1.2. State Agency Address</b> P.O. Box 95, Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> Frisbie Memorial Hospital		<b>1.4. Grantee Address</b> 11 Whitehall Road, Rochester, NH 03869	
<b>1.5. Effective Date</b> Upon G&C approval	<b>1.6. Completion Date</b> September 30, 2013	<b>1.7. Audit Date</b> NA	<b>1.8. Grant Limitation</b> \$19,000
<b>1.9. Grant Officer for State Agency</b> Felice Janelle, DERA Program Manager		<b>1.10. State Agency Telephone No.</b> 603-271- 4848	
<b>1.11. Grantee Signature</b> 		<b>1.12. Name &amp; Title of Grantee Signor</b> Joseph Shields, VP Planning & Project Management	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Strafford</u> , on <u>11/30</u> /2012 Before the undersigned officer, personally appeared the person identified in block 1.11., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.12., and acknowledged that he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)  			
<b>1.13.2. Name and Title of Notary Public or Justice of the Peace</b> PAMELA B. LORD NOTARY PUBLIC			
<b>1.14. State Agency Signature(s)</b> 		<b>1.15. Name &amp; Title of State Agency Signor(s)</b> Vicki Quiram / Assistant Commissioner for Thomas S. Burke, Commissioner, DES	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)</b> By:  Assistant Attorney General, On: <u>11/28/12</u>			
<b>1.17. Approval by the Governor and Council</b>  <p style="text-align: right;">On: / /</p>			

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

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project"). Except as otherwise specifically provided for herein, the Grantee shall perform the Project in the State of New Hampshire
3. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
4. GRANT AMOUNT; MANNER OF PAYMENT; LIMITATIONS.
- 4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1. failure to perform the Project satisfactorily or on schedule; or
- 11.1.2. failure to submit any report required hereunder; or
- 11.1.3. failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4. failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the

- Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
  14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.
  15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
  16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
  17. INSURANCE AND BOND.
    - 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
    - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
  18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
  19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
  21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**EXHIBIT A**  
**PROJECT SCOPE OF WORK**

Project Title: NH Clean Diesel Grant Agreement with  
Frisbie Memorial Hospital – MediDock Ambulance Anti-Idling Kiosk installation

This Scope of Services describes activities that have been agreed to between the Department of Environmental Services (DES) and Frisbie Memorial Hospital, Rochester, NH, to reduce diesel emissions in the State using funds available via the New Hampshire State Clean Diesel Grant Program.

The project activities will be carried out by Frisbie Memorial Hospital, Laconia, NH. (hereinafter referred to as Frisbie Memorial), 11 Whitehall Road, Rochester, NH 03867

This agreement will become effective upon approval by Governor and Council. The project completion date is September 30, 2013.

DES and Frisbie Memorial will undertake under this Agreement the purchase and installation of two MediDock Ambulance Anti-Idling Kiosks (hereinafter referred to as MediDock Kiosks).

For the purposes of this Agreement, DES and Frisbie Memorial agree as follows:

1. DES shall assign the appropriate staff to coordinate this project with Frisbie Memorial.
2. Frisbie Memorial agrees to purchase, install and begin use of two MediDock Kiosks no later than September 30, 2013.
3. DES agrees to reimburse Frisbie Memorial up to 100% of the purchase cost of the MediDock kiosks. Site preparation, concrete pad installation, kiosk maintenance, project management, or other personnel costs are not eligible expenses.
4. Frisbie Memorial agrees to maintain the MediDock Kiosks in good operating condition as per manufacturer specifications and ensure year-round access to the MediDock Kiosks by emergency vehicles.
5. Frisbie Memorial shall notify DES within 10 days of the completed installation and start up of operation of the MediDock Kiosk.
6. Frisbie Memorial agrees to establish a policy that encourages ambulance drivers to utilize the kiosks in lieu of idling the ambulance engine.
7. Frisbie Memorial agrees to conduct at least one survey of ambulance operators to solicit their satisfaction with the MediDock Kiosk, including ease of use and overall performance.

8. Frisbie Memorial shall submit quarterly Project Status Reports to DES starting November 1, 2013 for a period of at least three years following MediDock Kiosk installation. Quarterly Project Status Reports shall contain the following:
  - a. Environmental Impact: Include sufficient information for DES to estimate the annual emissions reductions attributable to the MediDock Kiosks installation, including but not limited to:
    - i. The annual total number of ambulances using the MediDock Kiosks
    - ii. The annual total number of hours ambulances use the MediDock Kiosks
  - b. A description of MediDock Kiosks performance, problems encountered, operational changes made and any information describing the success or failure of the project.
  - c. The annual operating cost per unit including any required maintenance and supplies and, if available, energy supply costs.
  - d. The results of ambulance operator surveys, when conducted.
9. Frisbie Memorial shall not use grant funds for any costs not specified in this Exhibit A, Scope of Services. Frisbie Memorial shall complete all activities, reports, and work products specified herein.
10. This Agreement may be terminated for good cause by any one of the parties or for convenience if all parties agree, with the provision for orderly termination of the project. Termination of the Agreement shall not occur until thirty (30) days after a "notice of termination" has been received by the other party. Said notice shall specify the cause for termination.
11. Should Frisbie Memorial terminate this Agreement for other than good cause prior to completion of all obligations specified in Exhibit A through the completion date of September 30, 2013, Frisbie Memorial will reimburse the State of New Hampshire for any funds received.

**EXHIBIT B  
PAYMENT SCHEDULE**

1. Payments under this agreement are not to exceed \$19,000.00.
2. DES will reimburse Frisbie Memorial for eligible expenses in the amount approved by the Governor and Executive Council, in accordance with the following schedule, provided Frisbie Memorial is in compliance with all recordkeeping and reporting requirements in Exhibit A.
  - a. Invoices may be submitted for reimbursement upon payment and shall include the following:
    - i. A copy of all vendor invoices.
    - ii. A copy of cancelled checks or other documentation verifying payment;
    - iii. Contact information for any questions related to the reimbursement request.
  - b. DES will process completed invoices within 30 days of receipt.
3. At any time during the life of this agreement, DES may review all invoices for reconciliation between all project costs incurred by Frisbie Memorial and all payments made to date.
4. All obligations of DES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.

**EXHIBIT C**  
**SPECIAL REQUIREMENTS**

Federal Funds paid under this agreement are from a Grant/Contract/Cooperative Agreement to the State from United States Environmental Protection Agency, New Hampshire Diesel Reduction Program under CFDA # 66.040. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

# 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 FRISBIE MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed March 28, 1919. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27<sup>th</sup> day of November A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## Certificate of Authority

I, JOHN A MARZINZIK, SRVP/CFO of FRIBIE MEMORIAL HOSPITAL do  
Printed Name of Certifying Officer Title Name of Company

hereby certify that JOE SHIELS is authorized to execute any documents  
Printed Name of Person Authorized to sign  
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the SR.VP/CFO,  
Office/Position of Certifying Officer  
of FRIBIE MEMORIAL HOSPITAL, this 29<sup>th</sup> day of NOVEMBER, 2012  
Name of Company

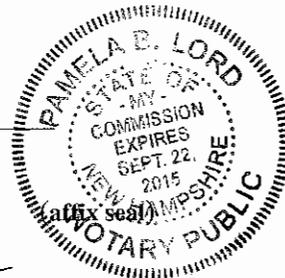
John A Marzizik  
Signature of Certifying Officer

## Notarization

State of New Hampshire  
County of Strafford  
On 11/29/2012, before me, Pamela B Lord,  
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared John Marzizik, who  
Printed Name of Certifying Officer  
acknowledged him/herself to be the Sr. VP/CFO, of Fribie Memorial Hospital  
Office/Position Name of Company  
and that she/he, being authorized to do so, executed the foregoing instrument for the  
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.  
Pamela B Lord  
Notary Public or Justice of the Peace



Commission Expires: 9/22/2015



FRISMEM-01

JONESCM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2012

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(ies) must 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).

<b>PRODUCER</b> Willis of Northern New England, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Frisbie Memorial Hospital 11 Whitehall Road Rochester, NH 03867	<b>INSURER A:</b> Medical Mutual Ins. Co. of Maine	<b>NAIC #</b> 36277
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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 THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab. <input checked="" type="checkbox"/> EBL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NH HPL 000422	8/1/2012	8/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000			NH UMB 000521	8/1/2012	8/1/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Hospital Prof Liab			NH HPL 000422	8/1/2012	8/1/2013	See Attached

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

CERTIFICATE HOLDER

CANCELLATION

NH Department of Environmental Services  
 Air Division - Mobile Source Section  
 P.O. Box 95  
 Concord, NH 03302-0095

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

*Willie B. McKee*

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## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE: Hospital Prof. Liability</b> <b>CARRIER: Medical Mutual Ins. Co. of Maine</b> <b>POLICY TERM: 08/01/2012– 08/01/2013</b> <b>POLICY NUMBER: NH HPL 000422</b>	<b>\$1,000,000/\$3,000,000</b> <b>Retro date 10/1/94</b>