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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

September 7, 2016

Her Excellency Margaret Wood Hassan
And The Honorable Council
State House
Concord, NH 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a five year **sole source** License for Use of Premises renewal agreement with Capital Region Health Care Development Corporation (Concord Hospital), 250 Pleasant Street, Concord NH 03301 (Vendor # 156647) for an amount not to exceed \$959,043.50 for the Medical Examiner's use of 2,150 square feet of morgue autopsy lab space located in Suite G318, Concord Hospital, Concord NH upon approval of the Governor and Executive Council or October 1, 2016, whichever is the latter, through September 30, 2021. 100% General Funds.

Funds are available in the Department of Justice, Chief Medical Examiner account #02-20-20-200510-2614-234-500783 Autopsy Expense as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

<u>Fiscal Year</u>	<u>Date Range</u>	<u>Amount</u>
2017	10/01/2016 to	\$133,132.41
	06/30/2017	
2018	07/01/2017 to	\$182,716.19
	06/30/2018	
2019	07/01/2018 to	\$189,811.85
	06/30/2019	
2020	07/01/2019 to	\$197,115.45
	06/30/2020	
2021	07/01/2020 to	\$204,635.35
	06/30/2021	
2022	07/01/2021 to	\$51,632.25
	09/30/2021	
Total:		<u>\$959,043.50</u>

EXPLANATION

This License for Use of Premises is “sole source” because of the unique and specialized type of space provided including a well-equipped morgue and autopsy medical suite located one building (within walking distance) away from the Chief Medical Examiner’s office space reducing the time and expense associated with travel which, in turn, increases the autopsy efficiency rate. Both the morgue and Chief Medical Examiner’s Office have been located on the Concord Hospital campus for the past twenty five years.

The negotiated License for Use of Premises is based on an estimated number of autopsies per year applied toward the agreed annual cost per case, to which the estimated annual cost of “after hour denier” services (40 hours per year) is applied resulting in an estimated yearly cost and resulting “not to exceed” total five year cost. The monthly billing to the Department of Justice will be based on the actual number of autopsies performed during the month; annual costs are based on estimated maximum volumes which may vary causing the agency to adjust encumbrances in each fiscal year if needed. The current annual rate reflects the estimated number of autopsies per year as follows:

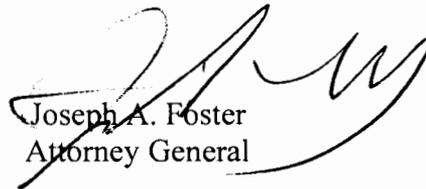
Year	Max # Autopsies	Cost per Autopsy	Subtotal	Hourly Denier Rate: Billed Per 1/4 Hour	Estimated Denier After Hour Costs-40 Hours	Total Estimated Annual Costs
10/01/2016 to 09/30/2017	530	\$332.31	\$176,124.30	\$34.64	\$1,385.60	\$177,509.90
10/01/2017 to 09/30/2018	540	\$338.96	\$183,038.40	\$35.33	\$1,413.20	\$184,451.60
10/01/2018 to 09/30/2019	550	\$345.74	\$190,157.00	\$36.04	\$1,441.60	\$191,598.60
10/01/2019 to 09/30/2020	560	\$352.65	\$197,484.00	\$36.76	\$1,470.40	\$198,954.40
10/01/2020 to 09/30/2021	570	\$359.70	\$205,029.00	\$37.50	\$1,500.00	\$206,529.00

Estimated (not to exceed) Total Five (5) Year Cost: \$959,043.50

The total five year cost shall not exceed \$959,043.50, which includes provisions for all utilities, site maintenance, janitorial services, provision of autopsy equipment and denier services. The rate increases are due to the estimated escalation of autopsy cases and ongoing facility, energy and insurance costs. Your approval of this request will permit the Office of Chief Medical Examiner to continue operations without interruptions.

Please let me know if you have any questions regarding this request. Your favorable consideration is greatly appreciated.

Respectfully submitted,



Joseph A. Foster
Attorney General

#1493384

LICENSE FOR USE OF PREMISES

This agreement is made this 1th day of September 2016 by and between the "Capitol Region Health Care Development Corporation" vendor code #57396, 250 Pleasant Street, Concord, New Hampshire 03301 (Licensor) and the State of New Hampshire Department of Justice, 33 Capitol Street, Concord, New Hampshire 03301, (Licensee).

WHEREAS:

- A. The Licensor's hospital facility includes laboratory facilities and rooms equipped to provide autopsy and morgue space located in Suite G318 on the ground floor of the Concord Hospital at 250 Pleasant Street, Concord NH, (referred to herein as the "Premises") and the Licensor wishes to allow the Licensee to utilize this space and the equipment therein, and;
- B. The Licensee needs such space in order to provide official State of New Hampshire autopsy findings but does not own a facility equipped to do so, and;
- C. The Licensee is willing to pay the Licensor for use of the Premises in accordance with the agreement set forth herein, and;
- D. The Premises are reasonably architecturally barrier-free requiring no modifications or alterations, and its use has received a favorable "Letter of Opinion" from the State of New Hampshire "Architectural Barrier-Free Design Committee" which letter is attached herein,

NOW THEREFORE: Pursuant to this Agreement, the use and occupancy of the Premises shall be subject to the following conditions:

1. Demise of Premises: The Licensor hereby grants to the Licensee the use of approx. 2,150 square feet of morgue and autopsy lab space inclusive of locker and storage areas located on the ground floor of the Concord Hospital at 250 Pleasant Street, suite G318, Concord NH, (referred to herein as the "Premises"); the demise of the Premises is shown in "Attachment A Floor Plan" herein.

2. Term: The term shall be Five (5) years, commencing October 1st, 2016 ending September 30th, 2021. During the Term the Licensee's use of the Premises shall be permitted twenty-four hours per day, every day of the year.

3. Fees for use of the Premises: During the Term herein the Licensee shall pay the Licensor certain fees which shall not exceed the costs set forth in the "Payment Schedule" herein, these fees shall constitute "rent" for the use of the Premises. Commencing October 1, 2016 the Licensor shall bill the Licensee on the first of each month for the actual (not estimated) number and type of services provided during the prior month in accordance with the definitions and schedules set forth herein. The Licensee shall send payment to the Licensor's address as given herein no later than forty five (45) days after their receipt of the invoice. The agreed definition of services and fees applicable during the five(5) year term follows:

- a. Autopsy Fee: During the term the fee per annum for each Autopsy the Licensee conducts shall be as defined in the "Payment Schedule" set forth herein. The "Autopsy Fee" shall include the Licensor's provision of all required equipment, surgical gowns and gloves, autopsy supplies, specimen preparation supplies and, if the autopsy is performed between the standard work day hours of 8:00 am and 4:00 pm, provision of Denier services shall be included in this fee. Additional Denier service fees shall apply during non-standard workdays and "after hours".

- b. After Hour Denier Service Fees: Denier services provided by the Licensor after 4:00 PM and before 8:00 AM shall be billed to the Licensee at an additional charge per quarter (1/4) hour which at a cost defined in the "Payment Schedule" set forth herein. It is estimated that no more than forty (40) hours of such services will be billed per year.

- c. Additional Laboratory Fees: Certain variable and additional Laboratory tests may be sent by the Licensee to the Licensor; however their provision is not included under the terms of this agreement.

4. Payment Schedule:

a. Payment: The following "Payment Schedule" provides the "not to exceed" estimated cost of fees which shall be due per annum and term payable by the Licensee, fees escalate approximately 2% per year as shown. The Licensor shall calculate their billings per the fee structure below, and invoice the Licensee with the actual rather than estimated costs per month and year. Notwithstanding the forgoing, the resulting total costs shall not exceed the "Payment Schedule" herein.

i. If actual costs should exceed those set forth in the Payment Schedule the Licensor shall send the Licensee an itemized invoice documenting the difference and request for additional payment; the Licensee shall thereafter seek approval to amend the Payment Schedule contingent upon authorization subject to the provisions of paragraph 21 and 28 herein.

b. Method of calculating estimated cost: the estimated number of autopsies per year has been applied towards the agreed annual cost per case, to which the estimated annual cost of "after hour denier" services (which is 40 per year) is applied resulting in Estimated Yearly and Total Cost.

5 YEAR PAYMENT SCHEDULE (approx. 2% annual rate escalation):

YEAR	Max # Autopsies	Cost per Autopsy	Hourly Denier Rate: billed per ¼ hour	Denier after hour costs – 40 hours	Total Estimated Annual Costs
10/1/2016 – 09/30/2017	530	\$332.31 Each	\$34.64	\$1,385.60	\$177,509.90
		Total			

10/1/2017 – 09/30/2018	540	\$338.96 Each	\$35.33	\$1,413.20	\$184,451.60
		\$183,038.40 Total			
10/1/2018 – 09/30/2019	550	\$345.74 Each	\$36.04	\$1,441.60	\$191,598.60
		\$190,157.00			
10/1/2019 – 09/30/2020	560	\$352.65 Each	\$36.76	\$1,470.40	\$198,954.40
		\$197,484.00			
10/1/2020 – 09/30/2021	570	\$359.70	\$37.50	\$1,500.00	\$206,529.00
		\$205,029.00			
Estimated (not to exceed) Total Five (5) Year Cost:					\$959,043.50

5. Total Payment: The Total Cost of the Five (5) Year Term shall not exceed **\$959,043.50**
6. Estimated frequency of use: During the Term it is anticipated the Licensee shall conduct no more than the number of autopsies shown in the "Payment Schedule" in the column listed as "Max # Autopsies" per year. Notwithstanding the foregoing, there shall be no restrictions imposed upon the Licensee that shall limit or force the number of autopsies performed.
7. Utilities: The Licensor shall be responsible for the provision of all utilities for the Premises, provision of utilities is included in the payments, no separate or additional charges shall be billed to the Licensee. The Premises shall be heated and cooled comfortably (60 to 75 degrees) during all hours of operation for the Licensee's use. The Licensee shall be responsible for the provision of all telephone and computer networking services, directly paying the provider thereof for all costs.
8. Use of equipment: The Licensor hereby grants the Licensee permission to utilize all equipment and furnishings located in the Premises. Such equipment includes but is not limited to: autopsy tables, sinks, basins, surgical tools, gurneys, the locker area, and the morgue area.
9. Payment of Staff: The Licensee shall be responsible for the direct payment of all State of New Hampshire staff and medical examiners utilizing the Premises; the Licensor shall bear no responsibility for said payment.
10. Keys: Each of the Licensee's authorized personnel will be issued a key to the Premises by the Licensor, and shall be responsible for locking and securing the Premises prior to leaving.

11. Shared areas: Licensee shall further have the right to use in common, with others entitled thereto, the hallways and the lavatories appurtenant to the Premises.

12. Conditional Obligation of the State: Notwithstanding any provisions of this Agreement to the contrary, it is hereby expressly understood and agreed by the Licensor that all obligations of the Licensee hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Licensee be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Licensee shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement in whole or in part immediately upon giving the Licensor notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the Agreement herein is terminated or reduced. It is further expressly understood and agreed by the Licensor that in the event the State of New Hampshire makes available State owned facilities for the housing of the Licensee the Licensee may, at its' option, serve thirty (30) days written notice to the Licensor of its intention to cancel the Agreement in whole or in part. Whenever the Licensee decides to cancel the Agreement in whole or in part under this Section they shall vacate all or part of the Premises within a thirty (30) day period. The Agreement to the portion of the Premises vacated shall henceforth be canceled and void, while the Agreement to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

13. Notice: Any notice regarding this agreement and payment of rent and all official correspondence shall be sent to the other Party at their mailing address, as given below:

Licensor:

Capital Region Health Care Development Corp.
250 Pleasant Street,
Concord, NH 03301
Attn: Domenic J. Ciavarro, Vice President Facilities or his successor

Licensee:

Department of Justice
33 Capitol Street
Concord, NH 03301
Attn: Kathleen Carr, Business Administrator of her successor

14. Licensor's use of Premises: The Licensee agrees that the Licensor's staff may also use the Premises for conducting autopsies, however said use is anticipated to be minimal, not exceeding approximately twelve per year. Notwithstanding the foregoing, nothing contained herein shall limit the number of times the Licensor may use the Premises for conducting autopsies.
15. Use of Premises by unauthorized persons: Persons not associated with Licensor or Licensee will be prohibited from entering/using the Premises during the term of this Agreement unless escorted by Licensee or Licensor. An exception to this will be made for provision of emergency repairs to the Premises and for the "New England Organ Bank" for tissue harvesting purposes.
16. Indemnification: The Licensor shall defend and indemnify the Licensee from and against any and all losses suffered by the Licensee, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.3Acts or Omissions of Licensor: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Licensor its agents, servants, contractors, or employees.
- 16.3Licensor's Failure to Perform Obligations: On account of or resulting from, the failure of the Licensor to perform and discharge any of its covenants and obligations under this Agreement and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Licensee by reason of any such claim, the Licensor, upon notice from Licensee shall at Licensor's expense resist or defend such action or proceeding.

- 16.3 Licensee's Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Licensor to indemnify the Licensee for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Licensee or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State.
17. Fire and Casualty: Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, the Licensee or the Licensor may elect to terminate this Agreement. When such fire or causality renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire or causality, until such time as the Licensor repairs the Premises, provided however, that the Licensee may elect to terminate this lease if:
- 17.1. Licensor's Failure to Provide: The Licensor fails to provide written notice within thirty (30) days of the causal event of their intention to restore the Premises, or:
- 17.2. Licensor's Failure to Repair: The Licensor fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, or causality. The Licensor reserves, and the Licensee grants to the Licensor, all rights which the Licensor may have for damages or injury to the Premises, except for damage to the Licensee's fixtures, property, or equipment, or any award for the Licensee's moving expenses.
18. Event of Default; Termination by the Licensor and the Licensee:
- 18.1. Event of Default; Licensor's Termination: In the event that:
- 18.1.1. Licensee's Failure to Pay Rent: The Licensee shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- 18.1.2. Licensee's Breach of Covenants, etc.: The Licensee shall default in the observation of or performance of any other of the Licensee's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Licensor to the Licensee specifying such default and requiring it to be remedied then: The Licensor may serve ten (10) days written notice of cancellation of this Agreement upon the Licensee, and upon the expiration of such ten days, this Agreement and the Term hereunder shall terminate. Upon such termination the Licensor may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

- 18.2. Licensor's Default; Licensee's Remedies: In the event that the Licensor defaults in the observance of any of the Licensor's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Licensee, and is not corrected within thirty (30) days of written notice by the Licensee to the Licensor specifying such default and requiring it to be remedied, then the Licensee at its option, may serve a written ten (10) day notice of cancellation of this Agreement upon the Licensor, and upon the expiration of such a ten day period the Agreement shall terminate. If any such default of the Licensor does not materially impair the habitability and use of the Premises by the Licensee, the Licensor shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Licensee, failing which, the Licensee may terminate this Agreement upon ten (10) days written notice to Licensor.
- 18.3. Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.
19. Surrender of the Premises: No later than ninety (90) days prior to the expiration of the term herein, the Licensee shall give notice to the Licensor of its intention to either vacate the Premises at the end of the term, or to enter into negotiations with the Licensor for a renewal agreement. On or before the date of expiration of this Agreement, the Licensee shall vacate the premises, remove its personal property, and quit and surrender the Premises restored to good condition, reasonable use and wear thereof excepted. If the Licensee shall fail to remove its personal property and so restore the premises, then at the option of the Licensor, such property shall either become the property of the Licensor without compensation therefore, or the Licensor may cause the property to be removed and the premises to be restored at the expense of the Licensee and no claim of damage against the Licensee, the State, or its officers, employees, or agents, shall be created by or made on account of such removal and restoration work.
20. Assignment: This Agreement shall not be transferred or assigned.
21. Amendment: This Agreement may only be modified or amended by mutual agreement in writing and signed by the parties and is subject to approval by the State of New Hampshire Governor and Executive Council.
22. Sovereign Immunity: No provision of this agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
23. Enforcement: No failure by the Licensee to enforce any provisions hereof after any default shall be deemed a waiver of its rights with regard to that event or any subsequent event.

24. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
25. 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.
26. Insurance: During the Term and any extension thereof, the Licensor shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Licensee no less than ten (10) days prior written notice of cancellation or modification of the policy. The Licensor shall deposit with the Licensee certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Licensor shall furnish the Licensee with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

- 26.1. Workers Compensation Insurance: To the extent the Licensor is subject to the requirements of NH RSA chapter 281-A, Licensor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Licensor shall furnish the Licensee proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Licensee shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Licensor, or any subcontractor of the Licensor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
27. This License embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto or relating to subject matter thereof.
28. Approval Contingency: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings. EFFECTIVE DATE OF AGREEMENT: This Agreement shall not become effective until it is approved by both parties, and approved by the State of New Hampshire Governor and Executive Council on behalf of the Licensee. In the event that said approval and/or funding requests are denied, this Agreement shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

LICENSEE:

Department of Justice

By: Kathleen Carr
Kathleen Carr, Business Administrator

LICENSOR:

Capital Region Health Care Development Corp.

By: Domenic J. Ciavaro
Domenic J. Ciavaro, Vice President Facilities

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Merrimack
UPON THIS DATE (insert full date) September 7, 2016

appeared before me (print full name of notary) Christina Decato the undersigned officer personally appeared (insert Licensor's signature) Domenic Ciavaro

who acknowledged him/herself to be (print officer's title, and the name of the corporation) Vice President, Concord Hospital and that as such officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature)

Christina Decato



APPROVALS:

Approved by the Department of Justice as to form, substance and execution:

Approval date: 9/7/2016
Approving Attorney: [Signature]

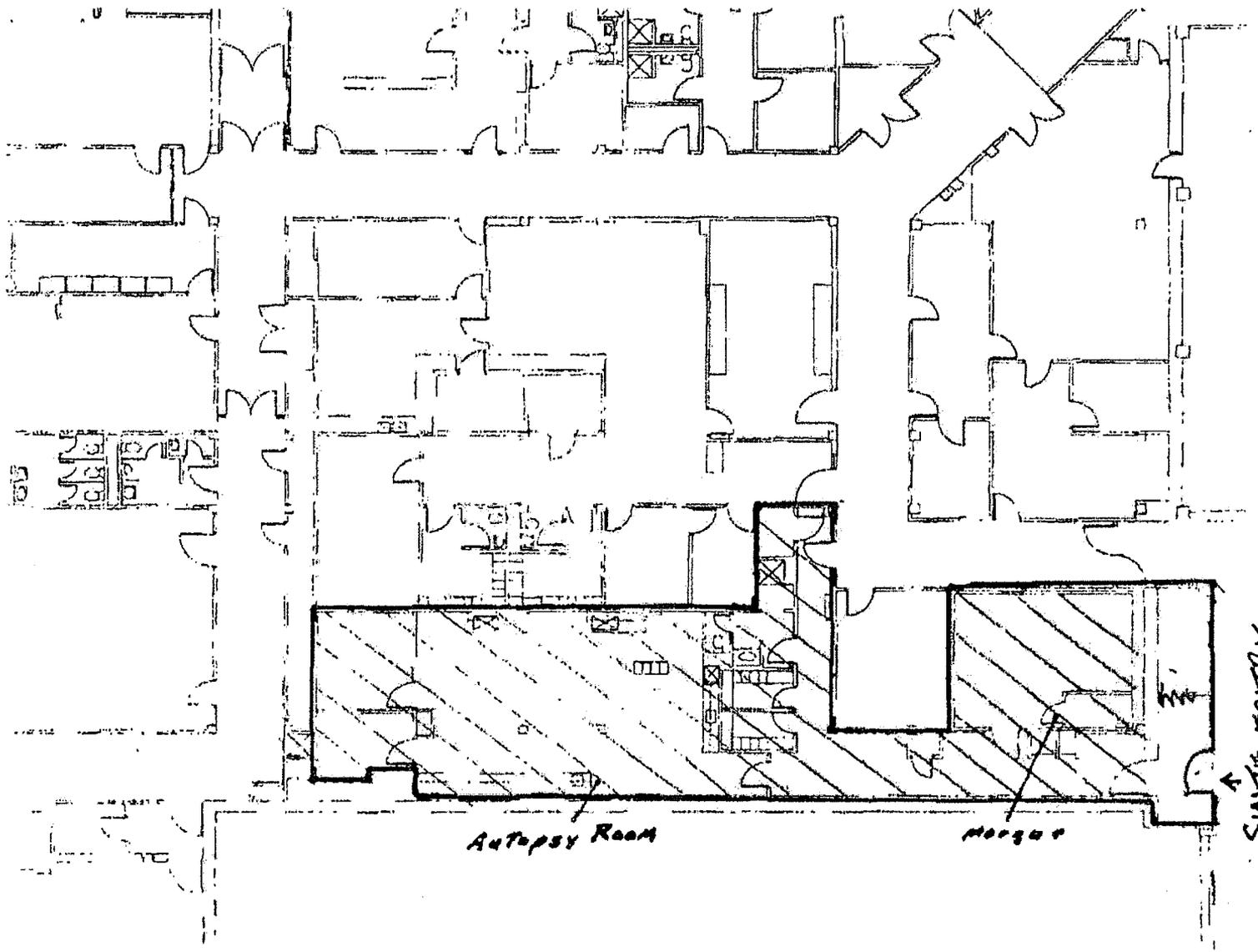
Approved by the Long Range Capitol Planning and Utilization Committee:

Approval date: _____

Approved by the Governor and Executive Council:

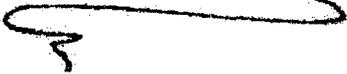
Approval date: _____

Signature of the Deputy Secretary of State: _____



Suite G318

ATTACHMENT A floor plan



CERTIFICATE

I, Mary Boucher, Secretary of Concord Hospital, Inc. do hereby certify:

- 1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- 2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
- 3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

- 4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
- 5) the following persons lawfully occupy the offices indicated below:

Robert P. Steigmeyer, President
Bruce R. Burns, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 12th day of July, 2014.

(Corporate seal)

Mary Boucher
Secretary

State of:

County of:

On this, the 12 day of July, 2014, before me a notary public, the undersigned officer, personally appeared Mary Boucher, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

(Seal)



Christina DeGiacomo
Notary Public

My Commission expires: April 18, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2015

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).

PRODUCER MARSH USA, INC. 95 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com	CONTACT NAME: _____
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____
319078-CHS-gener-16-17	INSURER(S) AFFORDING COVERAGE
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: JESSICA FANJOY 250 PLEASANT STREET CONCORD, NH 03301	INSURER A: Granite Shield Insurance Exchange
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** NYC-007229131-30 **REVISION NUMBER:** 0

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		GSIE-PRIM-2016-101	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		GSIE-PRIM-2016-101	01/01/2016	01/01/2017	SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985.

CERTIFICATE HOLDER
 STATE OF NEW HAMPSHIRE
 DEPARTMENT OF JUSTICE
 33 CAPITOL STREET
 CONCORD, NH 03301
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

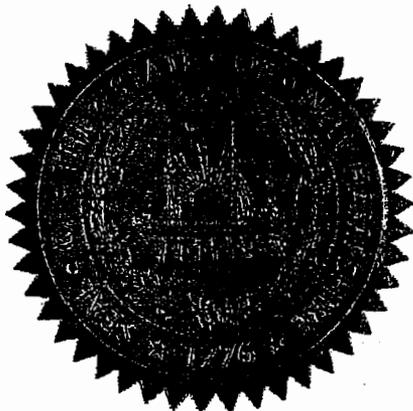
 AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Susan Molloy

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 Concord Hospital, Inc. is a New Hampshire nonprofit corporation formed January 29, 1985. 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 14th day of April A.D. 2016

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

William M. Gardner
Secretary of State



New Hampshire
Governor's Commission on Disability

"Removing Barriers to Equality"



Margaret Wood Hassan, Governor
Paul Van Blarigan, Chair
Charles J. Saia, Executive Director

**To: Ms. Kathleen Carr, Director
Department of Justice**

Date: Tuesday, August 16, 2016

**Re: LETTER OF OPINION,
Pursuant to the New Hampshire Code of Administrative Rules, ADM 610.16 (e) (3)**

Location: Suite 318, Concord Hospital
250 Pleasant Street, Concord NH 03301

Term: Five (5) year – October 1, 2016 through September 30, 2021

Lessee: New Hampshire Department of Justice, 33 Capitol Street, Concord NH 03301

Lessor: Capital Region Health Care Development Corporation, 250 Pleasant Street,
Concord NH 03301

In accordance with the New Hampshire Code of Administrative Rules, codified in Adm. 610.16 (e) (3), The Governor's Commission on Disability's (GCD) Architectural Barrier Free-Design Committee (ABFDC) has opined that the location referenced above and referred to herein, meets or will meet barrier free requirements, subject to the conditions listed below. The subject location was reviewed during the ABFDC's August 16, 2016 meeting.

This Letter of Opinion, pursuant to ADM 610.16 (e) (3); The Administrative Rules of the Department of Administrative Services; is issued with the following conditions referenced in EXHIBIT A, and is subject to the limitations stated herein.

Upon completion, all renovations specified in the Lease agreement, any supportive Design-Build Specifications, drawings or sketches; including but not limited to EXHIBIT B; demonstrated at the ABFDC meeting on August 16, 2016, must comply with the provisions set forth in this letter and with the applicable New Hampshire Code for Barrier-Free Design. Although no comment or opinion is expressed regarding the New Hampshire State Building Code and the New Hampshire State Fire Code, and/or any other code; it is highly recommended, when applicable, relevant documentation be submitted to the local or State authority having jurisdiction, for any necessary approvals.

The Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee cannot survey all state leased properties for compliance with the New Hampshire Code for Barrier Free

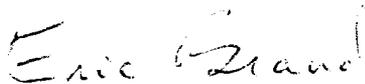
Design or for compliance with the conditions stated in this Letter of Opinion. However, as a safeguard for the State of New Hampshire, for the citizens of New Hampshire, and to assure access for persons with disabilities; random surveys may be performed on an as needed basis for compliance regarding accessibility.

A representative for the Lessee or a designee of the Lessee must provide to the Governor's Commission on Disability proof of completion via photographs, invoices, or as outlined in EXHIBIT A, for the items listed therein, and shall certify to the Governor's Commission on Disability that the conditions outlined in EXHIBIT A and as set forth in the Lease Agreement and related attachments have been satisfied. At any time, should the Lessee not comply with the provisions of the Code for Barrier Free Design or the accessibility standards, or default on the completion of conditions; the Lessee, will rectify immediately after due notification by the Governor's Commission on Disability of the Architectural Barrier Free Design Committee.

This Letter of Opinion is based upon a review of all provided documentation regarding the premises, and this Letter of Opinion is based on the assurances of the Lessee for compliance therein. Future review of existing and new documentation, as well as, future physical site visits may be conducted at the discretion of the Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee.

This Letter of Opinion is based upon the Lessees/Tenants representation and the representation of Ms. Mary Belec of the Department of Administrative Services that the subject location, pertaining to all areas beyond the public viewing room/vestibule, is not open to the public but rather is employee space only.

Respectfully submitted and approved by the **Architectural Barrier-Free Design Committee** on this day of **Tuesday, August 16, 2016.**



Eric Brand, Chair
Architectural Barrier Free Design Committee

Cc:
Charles J. Saia, Esq., Executive Director
Governor's Commission on Disability

EXHIBIT A - CONDITIONS

1. CONCORD HOSPITAL AND/OR AGENCY WILL PROVIDE REASONABLE ACCOMODATIONS AND OR MODIFICATIONS TO THE VISITING PUBLIC, AND ITS EMPLOYEES, UPON REQUEST, IN ALL PUBLIC AND EMPLOYEE COMMON AREAS, WITHIN THE LEASED PREMISES.

EXHIBIT B

State of New Hampshire Morgue
at Concord Hospital
250 Pleasant Street, Concord NH 03301

Photograph Provided by the Department of
Administrative Services.

Floor Plan provided by Department of
Administrative Services.

