



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4493 1-800-852-3345 Ext. 4493
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May 17, 2013

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

100% other
(Homeland Security
grant)

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, to enter into a grant agreement with Elliot Health System (Vendor #177179-P001), One Elliot Way, Manchester, NH, 03103 under which the Division of Public Health Services will provide six portable ventilators and necessary accessories valued at \$41,940 to enhance respiratory medical capacity in response to a large-scale health emergency, using funding supported by the federal Department of Homeland Security Grant to New Hampshire, to be effective on the date of Governor and Council approval, and until the grant agreement is terminated by one of the parties. Funds for the state purchase of the portable ventilators, pursuant to this grant agreement, were established in:

05-95-90-902510-5917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, MMRS

The funds were established in two stages: 1) in an item approved by the Legislative Fiscal Committee on November 15, 2010 #FIS 10-339 and by the Governor and Executive Council on December 8, 2010 Item #129; and 2) in an item approved by the Legislative Fiscal Committee on October 28, 2011 #FIS 11-303 and by the Governor and Executive Council on November 9, 2011 Item #97. Under this grant agreement, no funds are being exchanged between Elliot Health System and the Division of Public Health Services. The Division of Public Health Services is providing the portable ventilators to Elliot Health System at a cost to the Division of Public Health Services of \$41,940. Funding is supported by 100% Other Funds from the Department of Safety that had been secured under the federal Homeland Security Grant.

EXPLANATION

Under this grant agreement for the preparedness initiative 'Critical Care and Supplemental Oxygen Program,' the Division of Public Health Services will provide six portable ventilators and associated accessories, purchased by the Division of Public Health Services with federal Department of Homeland Security grant funds from the Department of Safety, for use during public health emergencies that pose respiratory problems requiring ventilator equipment (for example, an outbreak of severe pandemic influenza). Under the grant agreement, the hospital agrees to: participate in the training provided by the Division of Public Health Services on the use of the ventilators; inventory them and provide routine maintenance; and deploy the ventilators when needed in its service area or another part of the state, as requested by the Division of Public Health Services. The intent of these funds is to reduce adverse clinical outcomes in New Hampshire that could result from a lack of adequate numbers of ventilators to support patients with significant respiratory issues.

This initiative is part of the on-going, federally-funded Hospital Preparedness Program undertaken by the Department of Health and Human Services and the New Hampshire Hospital Association to upgrade the preparedness of hospitals and municipal Emergency Medical Services Units to respond to incidents requiring mass immunization, treatment, isolation and quarantine, decontamination or other emergency medical responses within their communities and regions.

The offer to participate in the 'Critical Care and Supplemental Oxygen Program,' was made in person and in writing to: a) the Emergency Management Coordinators from the 26 eligible, participating acute care hospitals in the Hospital Preparedness Program; b) one specialty hospital with patients on ventilators; c) municipal Emergency Medical Services Units; and d) the federally-funded Northern New England Metropolitan Medical Response System unit at Dartmouth College, a unique and critical partner in New Hampshire's planning and response for wide-scale medical emergencies. Nineteen hospitals, the one Metropolitan Medical Response System unit, and 10 municipal Emergency Medical Services units responded affirmatively, and were then sent the Grant Agreement and associated documents to sign and return - see the attached list.

Should Governor and Council not authorize this Request, New Hampshire's ability to respond to public health emergencies posing respiratory problems (for example, outbreaks of severe pandemic influenza) would be significantly diminished, resulting in poor clinical outcomes for patients.

The following performance measures will be used to measure the effectiveness of the grant agreement:

- By September 30, 2013, the portable ventilators will be inventoried by the hospital, and operational.
- By September 30, 2013, EMS staff will be trained on the use of the portable ventilator.
- By September 30, 2013, the EMS unit will be prepared to provide the Division with usage data on the ventilators, in order to continually assess the program and make improvements where needed.

Area served: the ventilators will enhance the ability to respond to public health emergencies in Manchester, New Hampshire and the surrounding area, or elsewhere in the state as requested by the Department of Health and Human Services.

Source of Funds: 100% Other Funds from the Department of Safety that had been secured under the Federal Homeland Security Grant.

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

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/MA/js

ATTACHMENT
Critical Care and Supplemental Oxygen Program
Hospitals, Municipal EMS Units, and MMRS Accepting Portable Ventilators

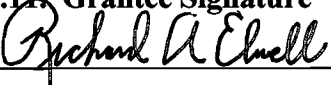
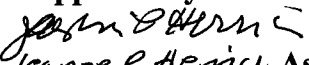
NAME	ADDRESS	
<u>Hospitals</u>		
1 Alice Peck Day Memorial Hospital	10 Alice Peck Day Drive, Lebanon, NH	03756
2 Androscoggin Valley Hospital	59 Page Hill Rd, Berlin, NH	03570
3 Cheshire Medical Center	580 Court Street, Keene, NH	03431
4 Elliot Health System	100 McGregor Street, Manchester, NH	03102
5 Concord Hospital	250 Pleasant St., Concord, NH	03301
6 Cottage Hospital	90 Swiftwater Rd, Woodsville, NH	03785
7 Crotched Mountain Rehabilitation Center	One Verney Drive, Greenfield, NH	03047
8 Elliot Hospital	One Elliot Way, Manchester, NH	03103
9 Frisbie Memorial Hospital	11 Whitehall Rd, Rochester, NH	03867
10 Huggins Hospital	240 South Main St, Wolfeboro, NH	03894
11 LRGHealthcare dba Lakes Region General Hosp.	80 Highland St, Laconia, NH	03246
12 LRGHealthcare dba Franklin Regional Hospital	18 Aiken Ave, Franklin, NH	03235
13 Littleton Regional Hospital	600 St. Johnsbury Rd, Littleton, NH	03561
14 Mary Hitchcock Memorial Hospital	One Medical Center Drive, Lebanon, NH	03756
15 New London Hospital	273 Country Rd., New London, NH	03257
16 Speare Memorial Hospital	16 Hospital Road, Plymouth, NH	03264
17 Upper Connecticut Valley Hospital	181 Corliss Lane, Colebrook, NH	03576
18 Valley Regional Hospital, Inc.	243 Elm St., Claremont, NH	03743
19 Weeks Medical Center	173 Middle St, Lancaster, NH	03584
20 MMRS at Dartmouth College	11 Rope Ferry Road, Hanover, NH	03755
<u>Municipal EMS Units</u>		
21 Town of Colebrook		
22 Conway Village Fire District, NH		
23 Town of Derry, NH		
24 City of Dover, NH		
25 Town of Durham, NH		
26 Town of Gorham, NH		
27 City of Laconia, NH		
28 City of Lebanon, NH		
29 Towns of Tilton and Northfield, NH		
30 Towns of Warren and Wentworth, NH		

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2. State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3. Grantee Name Elliot Health System		1.4. Grantee Address One Elliot Way Manchester, NH 03103	
1.5. Effective Date Date of G & C approval	1.6. Completion Date Until Terminated	1.7. Audit Date N/A	1.8. Grant Limitation 6 Portable Ventilators
1.9. Grant Officer for State Agency Lisa L. Bujno, MSN, APRN, Bureau Chief		1.10. State Agency Telephone No. 603-271-4501	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Richard A. Elwell Sr. VP and CFO	
1.13. Acknowledgment: State of New Hampshire, County of Hillsborough, on 2/24/13, 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.			
1.13.1. Signature of Notary Public or Justice of the Peace 			
1.13.2. Name and Title of Notary Public or Justice of the Peace CAROLE A. MACK Adm. Asst.			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Lisa L. Bujno, MSN, APRN, Bureau Chief	
1.16. Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 11 Jun. 2013			
1.17. Approval by the Governor and Council On: / /			

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

3. EFFECTIVE DATE: COMPLETION OF PROJECT.

3.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").

3.2. Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

4. GRANT AMOUNT: MANNER OF PAYMENT: LIMITATIONS.

4.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

4.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

4.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 4.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

4.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

4.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

5. SPECIAL CONDITIONS. Modifications to these General Conditions and any additional grant conditions shall be set forth in Exhibit C attached hereto.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all applicable statutes, regulations, and orders of federal, state, county, or municipal authorities that impose any legal obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, contract for or provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs or data, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State, unless otherwise specified in Exhibit C.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1. failure to perform the Project satisfactorily or on schedule; or

11.1.2. failure to submit any report required hereunder; or

11.1.3. failure to maintain, or permit access to, the records required hereunder; or

11.1.4. failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1. give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2. give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3. set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No representative, officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any contractor, subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its representatives, officers, employees, agents, members, subcontractors or

subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or its contractors, subcontractor, or subgrantee or other agent of the Grantee in the performance of the Project. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
 - 17.1. The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 comprehensive general liability insurance for all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State. A certificate of insurance demonstrating compliance with subparagraphs 17.1 and 17.2 shall be attached to this Grant Agreement.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A

1. GENERAL PROJECT DESCRIPTION

This Agreement is authorized under the provisions of the Department of Homeland Security (DHS) Appropriations Act of 2007 (P.L. 109-90) and the FFY 2007 and FFY 2008 Homeland Security Grant Program (HSGP) guidance.

The FFY 2007 and FFY 2008 HSGP State Homeland Security Program (SHSP) provide funds to enhance the capability of State and local units of Government to prevent, deter, respond to and recover from incidents of terrorism involving the use of chemical, biological, radiological, nuclear and explosive (CBRNE) weapons attacks, as well as all-hazards incidents.

The purpose of this Agreement is to identify the affiliation between the Department of Health and Human Services (DHHS), the Municipality of Manchester, NH and Elliot Health System to acquire respiratory equipment under the Critical Care and Supplemental Oxygen Program, as arranged and approved by the State Administrative Agency for the HSGP, the Department of Safety (DOS), and in accordance with the DHS approved State Homeland Security Strategy.

FFY 2007 and FFY 2008 HSGP guidance states "Each state shall make no less than 80% of the total grant program amount available to local units of government..." The purpose of this Agreement is to acknowledge that DHHS will purchase, deliver, and provide for major repairs or replacement (as funds allow). Elliot Health System will provide routine maintenance, store, and deploy when needed, the portable ventilator equipment and associated accessories to enhance the overall medical surge capability in Manchester, NH and the surrounding area, or statewide as requested by NH DHHS, in response to a large-scale health event.

2. WORK TO BE PERFORMED BY GRANTEE

Elliot Health System

- a. Will act as the recipient of FFY 2007 and 2008 SHSP-funded equipment and associated accessories on behalf of the Municipality of Manchester, NH.
- b. Will inventory, track, provide routine maintenance and deploy internally and with Emergency Medical Services (EMS), as needed, the equipment and associated accessories provided by DHHS under the Critical Care and Supplemental Oxygen Program.
- c. Will participate, as requested with DHHS in training on the respiratory equipment provided.
- d. Will provide the DOS and DHHS with information requested about the usage of the ventilator equipment to continually assess the program and make improvements where needed.
- e. Will maintain possession/ownership of the ventilator(s) and associated supplies until termination of participation in the program.
- f. Will make equipment available for inspection/audit, as requested by DHHS.

3. WORK TO BE PERFORMED BY GRANTOR

The DHHS:

- a. Will use FFY 2007 and FFY 2008 SHSP funds on behalf of municipalities for the Critical Care and Supplemental Oxygen Program.
- b. Will purchase respiratory equipment with service agreements, and associated accessories.
- c. Will set-up and deliver the equipment to participating hospitals.
- d. Will provide and coordinate training for hospitals on the equipment delivered.

- e. Will request deployment in accordance with Incident Command System (ICS) if the ventilators are needed for an emergency in other locations.
- f. Will collect, analyze and report data on ventilator use at each hospital.

4. EFFECTIVE DATE

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

The remainder of this page is intentionally left blank.

EXHIBIT B

1. PROJECT COSTS

1.1 Project Costs

The portable ventilators and required accessories to be delivered to the Grantee by the Grantor were purchased at a per unit cost of \$6,990.00.

2. PAYMENT SCHEDULE

2.1 Payment of Project Costs

The portable ventilators shall be scheduled for delivery by DHHS after the approval of this agreement by the Governor and Executive Council.

EXHIBIT C

1. The term "funds" in this grant agreement is defined to include "equipment."
2. Regarding the federal requirement that these 80% Local Homeland Security Grant Program funds be used for the benefit of local units of government, the Municipality of Manchester, NH, authorizes Elliot Health System to accept, maintain and deploy the respiratory equipment on its behalf.

Municipality of Manchester, NH


Signature of Municipal Official Legally
Designated to Sign Agreements/Contracts

THEODORE GATSAS 4/20/13
Print Name Date

POINTS OF CONTACT.

DHHS

Name and Title Kim Budde, Program Specialist, Bureau of Infectious Disease Control
Address 29 Hazen Drive, Concord, NH 03301
Phone (603) 271-0287
FAX (603) 271-8705
Email address Kim.F.Budde@dhhs.state.nh.us

Hospital Program Contact

Name and Title Steven Finnegan, Emergency Management Officer
Address 1 Elliot Way Manchester, NH 03101
Phone (603) 663-7232
FAX (603) 663-8932
Email address sfinnegan@elliot-hs.org

NH Department of Health and Human Services

Standard Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act to 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I – FOR GRANTEEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS

US DEPARTMENT OF EDUCATION – CONTRACTORS

US DEPARTMENT OF AGRICULTURE – CONTRACTORS

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

**Commissioner
NH Department of Health and Human Services,
129 Pleasant Street
Concord, NH 03301**

- 1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employee's about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and

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

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

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

Elliot Health System

From: Date of G&C Approval, until terminated

Contractor Name

Period Covered by this Certification

RICHARD A. ELWELL SR. VICE PRESIDENT AND CFO

Name and Title of Authorized Contractor Representative

Richard A. Elwell

Contractor Representative Signature

2/26/13

Date

NH Department of Health and Human Services

Standard Exhibit E
CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS
US DEPARTMENT OF EDUCATION – CONTRACTORS
US DEPARTMENT OF AGRICULTURE – CONTRACTORS

Programs (indicate applicable program covered):

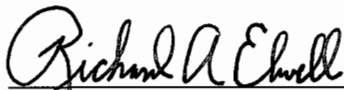
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: Date of G&C Approval, until terminated.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- 3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

SR. VICE PRESIDENT AND CFO

Contractor's Representative Title

Elliot Health System

Contractor Name

2/26/13
Date

NH Department of Health and Human Services

Standard Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions, execute the following Certification:

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

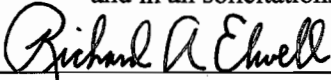
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


Contractor Signature

SR. VICE PRESIDENT AND CFO
Contractor's Representative Title

Elliot Health System
Contractor Name

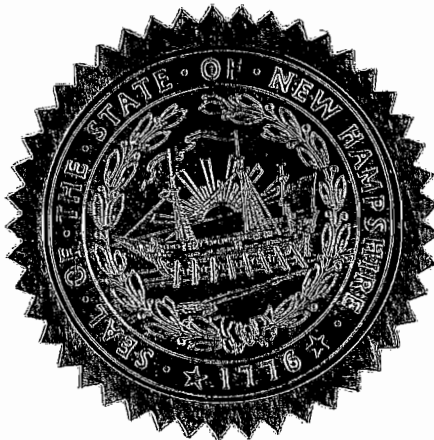
2/26/13
Date

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 formed June 25, 1999. 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 25th day of October A.D. 2012

A handwritten signature in dark ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Date: 5/16/2013
(Annual Report History, View Images, etc.)

Filed Documents**Business Name History**

Name	Name Type
ELLIOT HEALTH SYSTEM	Legal
ELLIOT HEALTH SYSTEMS	Prev Legal

Non-Profit Corporation - Domestic - Information

Business ID:	320130
Status:	Good Standing
Entity Creation Date:	6/25/1999
Principal Office Address:	1 ELLIOT WAY MANCHESTER NH 03101
Principal Mailing Address:	No Address
Expiration Date:	Perpetual
Last Annual Report Filed Date:	12/27/2010 8:00:00 AM
Last Annual Report Filed:	2010

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

Certificate of Authority

I, Douglas F. Dean, President and CEO of Elliot Health System, do hereby state and affirm that Richard A. Elwell is Elliot Health System's Senior Vice-President and Chief Financial Officer, and in this capacity holds the authority to execute on Elliot Health System's Behalf a certain contract by and between Elliot Health System and the State of New Hampshire, Department of Health and Human Services, pursuant to which Elliot Health System

NH Department of Health and Human Services

- Exhibit G -** Certification Regarding the Americans with Disabilities Act Compliance does not apply to this agreement.
- Exhibit H -** Certification Regarding Environmental Tobacco Smoke does not apply to this agreement.
- Exhibit I -** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this agreement.
- Exhibit J -** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this agreement.

CERTIFICATE OF VOTE

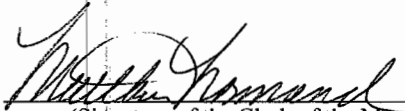
I, Matthew Normand, do hereby certify that:
(Name of the Clerk of the Municipality)

1. I am the duly elected Clerk of Manchester, NH;
(Name of the Municipality)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Mayor and Aldermen, duly held on April 16, 2013;
(Municipal Elected Governing Body)

RESOLVED: That the municipality agrees that portable ventilators, provided by the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services for the benefit of the municipality in emergency situations, be granted directly to Elliot Health System (Elliot Hospital) to be stored, maintained and deployed as necessary.
(Name of the Hospital)

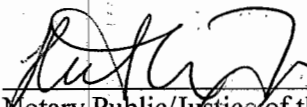
RESOLVED: That the Mayor is hereby authorized on behalf of this
(Title of Person Signing for Municipality)
Municipality to approve said agreement with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 17, 20 13.
(Date of Municipal Signature)
4. Theodore Gatsas is the duly appointed Mayor of the municipality.
(Name of Person Signing for Municipality) (Title of Person Signing for Municipality)


(Signature of the Clerk of the Municipality)

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17 day of May, 20 13 by Matthew Normand.
(Name of the Clerk of the Municipality)


Notary Public/Justice of the Peace
My Commission Expires:
HEATHER FREEMAN, Notary Public
My Commission Expires September 23, 2014

BYLAWS OF ELLIOT HEALTH SYSTEM

Article I - Name

This Corporation shall be known as Elliot Health System.

Article II - Corporate Purpose

- A. Mission Statement. The Corporation, through its subsidiary provider and development organizations, shall offer strategies and solutions for meeting the region's health care challenges.
- B. Corporate Vision. It is the vision of the Corporation to develop a system that sets the standard for health services, delivery and community health/wellness in Southern New Hampshire.
- C. Corporate Goals. It is the goal of the Corporation to (i) offer a continuum of services that address the whole person in a manner that values the individual; (ii) to be associated with responsiveness, quality, professionalism, added value, comfort and trust, (iii) to conduct itself and deliver services in a manner that is deserving of philanthropic support, (iv) to have sufficient funding in place to implement its goals and strategic plan, and (v) to be a catalyst to expedite delivery of innovative and leading edge health care services.
- D. Guiding Principles. The following shall be guiding principles and beliefs of the Corporation.
 - (i) Value diversity, and place a high level of importance on responding to the diverse needs and wants of all people in the communities we serve.
 - (ii) Serve in the best interest of the broader community by being the best we can be and being effective stewards of community resources.
 - (iii) Foster a positive work environment that embodies teamwork, embraces challenge, and celebrates accomplishment.
 - (iv) Ensure excellence and do not tolerate mediocrity nor compromise the level of services available to those we serve.
 - (v) Understand that low cost is important, but not at the expense of excellence.

Adopted: June 20, 2000

Effective: July 1, 2000

Revised: October 15, 2002

Revised & Approved: November 19, 2002

Revised: January 12, 2004

Approved: January 20, 2004

Revised: January 17, 2006

Revised & Approved: March 21, 2006

Revised: October 21, 2008

Approved: January 20, 2009

Revised: December 15, 2010

Approved: April 19, 2011

- (vi) Balance the scientific/medical approach to rendering care with an artistic/passionate approach to serving people's needs.
- (vii) Offer services with concern and respect for the dignity of every person.
- (viii) Appreciate and foster cooperation among the Board of Directors, medical staff, administration, employees, and volunteers.
- (ix) Recognize that resources must be used prudently and effectively.
- (x) Nurture financial stability and strength to allow for the fulfillment of the mission.
- (xi) Develop and maintain all relationships with integrity and openness.

Article III - Board of Directors

A. Composition and Manner of Election. The Corporation shall be governed by a Board of Directors consisting of not more than twenty-five (25) members, each of whom shall be at least 25 years of age. The Board of Directors is to be made up of the following:

1. Up to Five (5) "Church" directors representing the five remaining churches identified in the Will of the late Mary Elizabeth Elliot¹, for a three (3) year term. Each church may nominate one or more potential directors to the Board Governance Committee. After conferring with the nominees, the Governance Committee may recommend one nominee to the full board for approval. Should any such Director be unable to complete his or her unexpired term for any reason, then the church from whom such Director was nominated may repeat the nomination process in order to select a successor director to fulfill the unexpired term.

2. Four (4) "*Ex officio*" Directors, to be the President of the Elliot Hospital Associates, Elliot Hospital's President/CEO, the President of the Elliot Hospital Medical Staff, and the Immediate Past Chairperson of the Board of Directors. *Ex officio* Directors shall not serve for any defined term, but instead shall serve for so long as they maintain the position that qualifies them for *ex officio* status. Term limits (as set forth in paragraph B. below) shall not apply to *ex officio* directors.

3. Up to Five (5) "Medical Staff" directors, for a two (2) year term, to be members of the Elliot Hospital Medical Staff nominated by the Medical Staff in cooperation with the Governance Committee of the Board. Should any such Director be unable to complete his or her unexpired term for any reason, then the Medical Executive Committee and Governance Committee shall jointly nominate a successor to fulfill the unexpired term.

¹ Namely, First [Hanover Street] Congregational Church, [Franklin Street] Brookside Congregational Church, St. Paul's Methodist Church, First Baptist Church and Grace Episcopal Church.

4. Up to eleven (11) "At Large" Directors, for a three (3) year term, to be nominated by the Governance Committee of the Board. Should any such Director be unable to complete his or her unexpired term for any reason, then the Governance Committee shall nominate a successor director to fulfill the unexpired term.

- B. Term Limits (not applicable to ex officio Directors). No Director shall serve more than three (3) consecutive terms. Provided, however, that a term year shall not apply as against a Director's three (3) year term during any term year where such Director is serving as Chairperson or Vice Chairperson of the Board. And further provided that even when a Director has served as Chairperson or Vice Chairperson of the Board, under no circumstances shall that Director serve more than twelve (12) consecutive years on the Board. Under circumstances where a Director's board membership is terminated as the result of the provisions of this paragraph, two (2) full years must expire before the Director is eligible for renomination to the Board. The term limit provisions set forth in this paragraph shall not apply to *ex officio* Directors.
- C. Attendance/Removal. Board members shall be expected to attend and participate in all Board meetings unless unavoidably prevented from doing so. Failure of a Board member to attend four consecutive regular meetings of the Board, unless excused, shall constitute grounds for removal from the Board. A Director may be removed from the Board for cause upon and a two-thirds (2/3) majority vote of a Board Meeting called for that purpose.
- D. Director Emeritus. The Board of Directors may elect Directors Emeritus from the group of former sitting Directors and former sitting Trustees of Elliot Hospital of the City of Manchester. Directors Emeritus may attend and participate in all meetings of the Board and but shall have no vote. Directors Emeritus shall be elected for terms of one year and may be re-elected for as many terms as the Board of Directors may see fit.
- E. Meetings. Regular meetings of the Board shall be held at such times as the Chairperson shall determine and communicate to the Board. Special meetings of the Board may be called by the Chairperson at any time. Upon written request of any two Directors, the Chairperson shall call a special meeting of the Board to be held not more than fourteen (14) days after the receipt of such request.
- F. Notice of Meetings. No notice need be given of any regular meeting of the Board. Notice of special meetings shall be served upon each Director in person or by mail addressed to him at his/her last-known post office address, at least two days prior to the date of such meeting, specifying the time and place of the meetings and the business to be transacted thereat. At any meeting at which all of the Directors are present, although held without notice, any business may be transacted which might have been transacted if the meeting had been duly called.
- G. Quorum. At any meeting of the Board of Directors, the presence of two-thirds (2/3) of the Board membership shall be necessary to constitute a quorum for the transaction of business. Should a quorum not be present, however, a lesser number may adjourn the meeting to some future time.

- H. Place of Meetings. The Board of Directors may hold its meeting either within or without the State of New Hampshire at such place as may be designated in the notice of any such meeting.
- I. Voting. At all meetings of the Board of Directors, each Director shall have one vote.
- J. Duties and Powers. The Board of Directors shall have control and management of the affairs and business of the Corporation. Except as otherwise provided by law or these bylaws, the act of a majority present at a meeting shall be the act of the Board, provided a quorum is present. The Board may adopt such rules and regulations as they may deem proper so long as such rules and regulations are not inconsistent with law or these bylaws.

Article IV - Officers of the Board of Directors

At its annual meeting, the Board shall elect officers to consist of a Chairperson, Vice Chairperson, Treasurer, and Secretary. Each officer's term shall run for one year or until successor officers are elected and qualified in their stead. The Board may appoint such other officers and agents as it may deem appropriate. Each officer shall be a member of the Board of Directors. No officer shall be permitted to serve in excess of four (4) consecutive terms in any single officer position.

The duties of the Officers shall be as follows:

Chairperson

The Chairperson shall call and preside at all meetings of the Corporation and of the Directors and shall be an ex-officio member of all committees.

Vice Chairperson

At the request of the Chairperson, or in the event of the absence or disability of the Chairperson, the Vice Chairperson shall perform the duties and possess the powers of the Chairperson. To the extent authorized by law the Vice Chairperson shall have such other powers as the Board of Directors may determine and shall perform such other duties as may be assigned to him by the Board of Directors.

Treasurer

The Treasurer shall have the custody of all money, books of account, securities, deeds, contracts and other financial information of the Corporation. Under direction of the Directors, the Treasurer shall sign, seal and deliver in the name of the corporation all deeds of real estate and other instruments conveying property.

Secretary

The Secretary shall have charge of books, documents, and papers as the Board of Directors may determine and shall have the custody of the corporate seal. The Secretary shall attend and keep, or cause to be kept, the minutes of all the meetings of the Board of Directors. The Secretary shall keep a record of the membership of the Board of Directors and shall also notify the Board when terms are scheduled to expire. The Secretary shall prepare and send notices to the Board of Directors for the Annual Meeting as required herein, or for other meetings of the Corporation called in accordance with these bylaws. The Secretary may sign with the President or Vice President, in the name and on behalf of the Corporation, any contracts or agreements authorized by the Board of Directors, and when so authorized or ordered by the Board of Directors, the Secretary may affix the seal of the Corporation. The Secretary shall, in general, perform all the duties incident to the office of secretary, subject to the oversight of the Board of Directors, and shall perform such other duties as may be assigned by the Board of Directors.

Article V - Chief Executive Officer/Administration

The Directors shall select and employ a competent, experienced President/Chief Executive Officer (CEO) who shall be its direct executive representative in the management and operation of the Corporation. The CEO shall be given the necessary authority and be responsible for the administration of the Corporation and its subsidiaries, subject only to such policies as may be adopted and such orders as may be issued by the Board of Directors. The CEO shall act as the duly authorized representative of the Directors in all matters in which the Directors have not formally designated some other person or committee for such specific purpose. In addition, the CEO shall carry out such other duties and responsibilities as the Directors may, from time to time, assign.

The CEO shall serve as an ex officio member of the Board of Directors with all the rights, privileges, and obligations incident thereto.

Article VI - Corporation Meetings/Voting/Quorum

The Annual Meeting shall be held in January of each year at such hour and at such place as the Chairperson may designate. Other meetings of the Board shall be called by the Secretary upon the request of the Chairperson or three or more members of the Board of Directors. Except as otherwise provided for in these Bylaws, the nature of the business to be transacted at any meeting need not be stated in the notice for the meeting. Notice of all meetings shall be given to each Director not less than forty-eight hours before such meeting; however, any meeting at which all Directors are present, or of which any absent Director(s) waive notice, shall be a legally called meeting.

At least two-thirds (2/3) of the membership of the Board of Directors shall constitute a quorum for the transaction of business at all meetings of the corporation. A vote of a majority of the Directors present in person and voting at a duly constituted meeting shall at all times be deemed adequate for effective action except as otherwise provided by these bylaws. Each Director shall

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the agreement allowing Elliot Hospital to receive portable ventilators and associated equipment be approved.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in cursive script, reading "Heather Freeman".

Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held April 16, 2013, on a motion of Alderman Long, duly seconded by Alderman O'Neil, the report of the Committee was accepted and its recommendations adopted.

A handwritten signature in cursive script, reading "Heather Freeman".

Assistant City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2013

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. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@marsh.com 319078-EHS.-GL-13-14	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED ELLIOT HEALTH SYSTEM ONE ELLIOT WAY MANCHESTER, NH 03103	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Granite Shield Insurance Exchange	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

NYC-006589464-01

REVISION NUMBER: 2

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	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC			GSIE-PRIM-2013-102	01/01/2013	01/01/2014	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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ 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	Y/N ☒ N	N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			GSIE-PRIM-2013-102	01/01/2013	01/01/2014	SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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 10/1/1982.

CERTIFICATE HOLDERDEPARTMENT OF HEALTH & HUMAN SERVICES
DIRECTORS OFFICE
29 HAZEN DRIVE
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.

Yevgeniya Muyamina

Yevgeniya Muyamina

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2013

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 Wieczorek Insurance, Inc. 166 Concord St. Manchester NH 03104		CONTACT NAME: Cheryl Lapointe PHONE (A/C No, Ext): (603) 668-3311 FAX (A/C, No): (603) 668-8413 E-MAIL ADDRESS: cheryl@wizinsurance.com PRODUCER CUSTOMER ID #: 00012720	
INSURED Elliot Health System 1 Elliot Way Manchester NH 03103		INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1291903646

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
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE A ☒ RETENTION \$ 550,000	N	N	Qualified Self-Insured Workers' Compensation AGC4047046	9/1/2012	9/1/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Specific Excess \$ 25,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate of Insurance is subject to policy terms, conditions and limitations.

CERTIFICATE HOLDER**CANCELLATION**

DPHS, Directors Office
29 Hazen Drive
Concord, NH 03301

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

R Wieczorek/RHIAN