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**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

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33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL

JANE E. YOUNG
DEPUTY ATTORNEY GENERAL



September 13, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 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 agreement with Concord Hospital, Inc., Concord NH 03301 (Vendor #177653) for an amount not to exceed \$1,413,377.80 for the Medical Examiner's use of 2,150 square feet of morgue autopsy lab space located in Suite G318, Concord Hospital, Concord NH effective upon approval of the Governor and Executive Council or October 1, 2021, whichever is later, through September 30, 2026. 100% General Funds.

Funding is available in accounting unit 02-20-20-202010-1033, Office of Chief Medical Examiner, 234-500783, Autopsy Expense, and is contingent upon the availability and continued appropriation of funds as follows with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

Fiscal Year	Date Range	Amount
2022	10/01/2021 to 06/30/2022	\$188,261.44
2023	07/01/2022 to 06/30/2023	\$262,500.26
2024	07/01/2023 to 06/30/2024	\$278,193.86
2025	07/01/2024 to 06/30/2025	\$294,409.05
2026	07/01/2025 to 06/30/2026	\$311,165.88
2027	07/01/2026 to 09/30/2026	\$78,847.31

Total: \$1,413,377.80

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 thirty 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 partial autopsy and “after hour diener” service are applied resulting in an estimated yearly 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:

Description	Time Period				
	10/01/2021 to 09/30/2022	10/01/2022 to 09/30/2023	10/01/2023 to 09/30/2024	10/01/2024 to 09/30/2025	10/01/2025 to 09/30/2026
Max # Full Autopsies:	675	700	725	750	775
Cost Per Each Full Autopsy:	\$366.89	\$374.23	\$381.71	\$389.34	\$397.13
Total Yearly Full Autopsy Cost:	\$247,650.75	\$261,961.00	\$276,739.75	\$292,005.00	\$307,775.75
Max # Partial Autopsies:	10	15	20	25	30
Cost Per Each Partial Autopsy:	\$183.45	\$187.12	\$190.86	\$194.67	\$198.57
Total Yearly Partial Autopsy Cost:	\$1,834.50	\$2,806.80	\$3,817.20	\$4,866.75	\$5,957.10
Diener Cost Per Hour (based on 1/4 hour):	\$38.25	\$39.02	\$39.80	\$40.60	\$41.41
Total Yearly Estimated Diener After Hours:	40	40	40	40	40
Diener After Hour Costs (based on 40 hours):	\$1,530.00	\$1,560.80	\$1,592.00	\$1,624.00	\$1,656.40
Total estimated Costs Per Year:	\$251,015.25	\$266,328.60	\$282,148.95	\$298,495.75	\$315,389.25

Grand Total 10/01/21 to 09/30/2026: **\$1,413,377.80**

The total five-year cost shall not exceed \$1,413,377.80, which includes provisions for all utilities, site maintenance, janitorial services, provision of autopsy equipment and diener services. The rate increases are due to the estimated escalation of autopsy cases and ongoing

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
September 13, 2021
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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. Thank you for your consideration of this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. M. Formella", written in a cursive style.

John M. Formella
Attorney General

#3298526

LICENSE FOR USE OF PREMISES

This agreement is made this 9th day of August 2021 by and between Concord Hospital, Inc. vendor code #177653-B014, 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, 2021 ending September 30th, 2026. 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, 2021 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:

3.1. Autopsy Fee: During the term the fee per annum for each Autopsy and/or Partial 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 workday hours of 8:00 am and 4:00 pm, provision of Diener services shall be included in this fee. Additional Diener service fees shall apply during non-standard workdays and "after hours".

3.2. After Hour Diener Service Fees: Diener 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 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.

3.3. 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:

5. 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.

5.1. 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.

6. 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 diener" services (which is 40 hours per year) is applied resulting in Estimated Yearly and Total Cost..

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

Description	Time Period				
	10/01/2021 to 09/30/2022	10/01/2022 to 09/30/2023	10/01/2023 to 09/30/2024	10/01/2024 to 09/30/2025	10/01/2025 to 09/30/2026
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Total estimated Costs Per Year:	\$251,015.25	\$266,328.60	\$282,148.95	\$298,495.75	\$315,389.25

Total Payment: The Total Cost of the Five (5) Year Term shall not exceed **\$1,413,377.80**

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.
13. 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.
14. 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:
- 14.1. Licensor:
Concord Hospital, Inc.
250 Pleasant Street,
Concord, NH 03301
Attn: Scott W. Sloane, Chief Financial Officer or his successor
- 14.2. Licensee:
Department of Justice
33 Capitol Street
Concord, NH 03301
Attn: Kathleen Carr, Director of Administration or her successor
15. 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.

16. 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.
17. 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:
- 17.1. Acts 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.
- 17.2. Licensor'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.
- 17.3. 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.
18. 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 casualty, the Licensee or the Licensor may elect to terminate this Agreement. When such fire or casualty 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 casualty, until such time as the Licensor repairs the Premises, provided however, that the Licensee may elect to terminate this lease if:

18.1. Licensor's Failure to Provide: The Licensor fails to provide written notice within thirty (30) days of the casualty event of their intention to restore the

Premises, or:

18.2. Lessor's Failure to Repair: The Lessor fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, or casualty. The Lessor reserves, and the Licensee grants to the Lessor, all rights which the Lessor 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.

19. Event of Default; Termination by the Lessor and the Licensee:

19.1. Event of Default; Lessor's Termination: In the event that:

19.1.a. 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:

19.1.b. 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 Lessor to the Licensee specifying such default and requiring it to be remedied then: The Lessor 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 Lessor may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

19.2. Lessor's Default; Licensee's Remedies: In the event that the Lessor defaults in the observance of any of the Lessor'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 Lessor 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 Lessor, and upon the expiration of such a ten day period the Agreement shall terminate. If any such default of the Lessor does not materially impair the habitability and use of the Premises by the Licensee, the Lessor 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 Lessor.

19.3. 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.

20. 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.
21. Assignment: This Agreement shall not be transferred or assigned.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.

27.1. 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.

28. 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.

29. 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, Director of Administration

LICENSOR:

Concord Hospital, Inc.

By: Scott W. Sloane
Scott W. Sloane, Chief Financial Officer

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 8, 2021, appeared before me (print full name of notary) Kathleen Lamontagne the undersigned officer personally appeared (insert Licensor's signature) Scott W. Sloane

who acknowledged him/herself to be (print officer's title, and the name of the corporation) CFO, Concord Hospital, Inc 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 and seal) [Signature]



APPROVALS:

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

Approval date: 9/9/2021
Approving Attorney: Takmina Rakhmatova

Approved by the Governor and Executive Council:

Approval date: _____
Signature of the Deputy Secretary of State: _____

Initial: SWS
Date: 9/8/21

State of New Hampshire

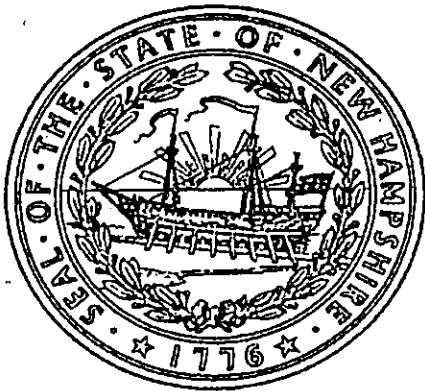
Department of State

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 registered to transact business in New Hampshire on January 29, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74948

Certificate Number : 0005348709



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE

I, William Chapman, 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
Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 20th day of August, 2021.

William Chapman
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2020

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN107277064-CHS-gener-21-22	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Granite Shield Insurance Exchange</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Granite Shield Insurance Exchange		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: KATHY LAMONTAGNE, ADMINISTRATION 250 PLEASANT STREET CONCORD, NH 03301															

COVERAGES **CERTIFICATE NUMBER:** NYC-009846758-40 **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 INSD	SUBR 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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GSIE-PRIM-2021-101	01/01/2021	01/01/2022	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 - COM/POP AGG	\$
									\$
								COMBINED SINGLE LIMIT (Ea accident)	\$
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
								EACH OCCURRENCE	\$
								AGGREGATE	\$
									\$
								PER STATUTE	
								OTH-ER	
								E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
A		Professional Liability			GSIE-PRIM-2021-101	01/01/2021	01/01/2022		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. Elizabeth Stapleton
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CAPIREG-01

CWALUNAS

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/10/2021

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

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Cheryl Walunas PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: cheryl.walunas@hubinternational.com														
INSURED Capital Region Healthcare Corporation & Concord Hospital Inc. 250 Pleasant Street Concord, NH 03301	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporation	15105	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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/A	SP4063844	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Named Insured includes CONCORD HOSPITAL

Evidence of Excess Workers Compensation - Self-Insured Retention of \$500,000

CERTIFICATE HOLDER

CANCELLATION

Department of Justice 33 Capitol Street 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
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