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Beards

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

April 26, 2016

The Honorable Neal M. Kurk, Chairman
Fiscal Committee of the General Court
State House
Concord, NH 03301

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

REQUESTED ACTION

1. Pursuant to RSA 14:30-a VI, authorize the Department of Justice, Consumer Protection and Antitrust Bureau, to budget and expend prior year carry forward funds from the Consumer Protection Escrow Account in the amount of \$100,000 for the purpose of providing funds to contract with an investigation consultant upon Fiscal Committee and Governor and Executive Council approval through June 30, 2017. 100% Consumer Protection Revolving Funds.
2. Pursuant to RSA 124:15, and contingent upon approval of requested action number one, authorize the Department of Justice to hire into Class 046-Consultants, for the purpose of contracting with a contract consultant to assist in an investigation of potential claims regarding fraudulent marketing of opioid drugs in New Hampshire to be effective upon Fiscal Committee and Governor and Executive Council approval through June 30, 2017. 100% Consumer Protection Revolving Funds.
3. Upon approval of requested actions one and two, authorize the Department of Justice to enter into a **sole source** contract with Cohen Milstein Sellers & Toll PLLC, Washington, D.C. 20005, Vendor #272839, in the amount of \$75,000 for the purpose of assisting the Department of Justice in an investigation of potential claims regarding fraudulent marketing of opioid drugs in New Hampshire, to be effective upon Governor and Executive Council Approval through October 30, 2017. 100% Consumer Protection Revolving Funds.

Funds are to be budgeted in 02-20-20-200510-26110000, Department of Justice, Consumer Protection Bureau as follows:

Class/Expense	Class Title	Current SFY16 Budget	Increase Amount	Revised SFY16 Budget
010-500100	Personal Services Perm. Class.	\$277,699	\$0	\$277,699
013-500132	Personal Services Unclassified	\$517,450	\$0	\$517,450
014-500134	Personal Services-Unclassified	\$146,469	\$0	\$146,469
017-500147	FT Employees Special Payment	\$12,825	\$0	\$12,825
018-500106	Overtime	\$1,000	\$0	\$1,000
020-500200	Current Expense	\$17,157	\$0	\$17,157
022-500255	Rents Leases Other Than State	\$3,503	\$0	\$3,503
027-582703	Transfers to DoIT	\$78,839	\$0	\$78,839
030-500311	Equipment	\$2,000	\$0	\$2,000
037-500173	PC Desktop Hardware New	\$1,500	\$0	\$1,500
038-500175	Desktop Software New	\$1,100	\$0	\$1,100
039-500188	Telecommunications	\$18,200	\$0	\$18,200
042-500620	Additional Fringe Benefits	\$8,198	\$0	\$8,198
046-500464	Consultants	\$91,096	\$100,000	\$191,096
050-500109	Person Service Temp Appointee	\$74,409	\$0	\$74,409
059-500117	Temp-Full Time	\$78,077	\$0	\$78,077
060-500612	Benefits	\$425,480	\$0	\$425,480
066-501709	Employee Training	\$4,200	\$0	\$4,200
068-500562	Remuneration	\$884	\$0	\$884
070-500704	In State Travel	\$11,675	\$0	\$11,675
080-500716	Out of State Travel	\$2,000	\$0	\$2,000
102-500732	Contracts for Program Services	\$6,000	\$0	\$6,000
Total		\$1,779,761	\$100,000	\$1,879,761

Source of Funds

001-409294	Transfer from other agencies	\$493,282		\$493,282
003-402499	Consumer Protection Escrow	\$0	\$100,000	\$100,000
009-403695	Agency Income	\$1,282,424	\$0	\$1,282,424
	General Funds	\$4,055	\$0	\$4,055
Total		\$1,779,761	\$100,000	\$1,879,761

EXPLANATION

1. It is requested to utilize existing prior year carry forward funds from the Consumer Protection Escrow Account in order to fund a contractor to investigate the marketing

practices of major opioid drug manufacturers for the purpose of determining if any manufacturer engaged in violations of the Consumer Protection Act, NH RSA 358-A.

2. The Department of Justice has begun the investigation of the marketing practices of the major opioid drug manufacturers for the purpose of determining if any manufacturer engaged in violations of the Consumer Protection Act, NH RSA 358-A. In order to proceed with this investigation, the Department is in need of hiring a contractor specializing in the field of drug manufacturers and their marketing practices.
3. The Department of Justice is requesting to contract with Cohen Milstein Sellers & Toll PLLC. This is a **sole source** contract because the contractor employs lawyers with extensive experience with the issue for which they are to be retained including having conducted investigations about the marketing of opioids in other jurisdictions. Their assistance shall include, but not be limited to, (1) drafting and negotiating compliance with civil investigative demands; (2) reviewing relevant documents and other information; (3) interviewing witnesses; (4) assisting in any court filings or hearings related to the investigation. The contractor will be responsible for providing all legal services required to support the NHDOJ in the investigation, including all associated support services.

The funds budgeted to support the activities are as follows:

046-Consultant to support the initial contract of \$75,000 and to budget \$25,000 for possible future contractor needs related to this issue.

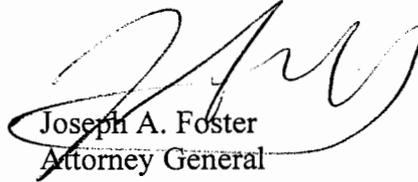
The following information is provided in accordance with the Comptroller's instructional memorandum dated September 21, 1981.

1. List of personnel involved: This request is for one consultant contractor.
2. Nature, Need and Duration: The contractor will be retained to conduct investigations about the marketing of opioids. It is necessary to hire this contractor because of their specialty with drug manufacturers. The duration is upon Governor and Executive Council approval through October 30, 2017.
3. Relationship to existing agency programs: This is a specialized investigation and not related to other agency programs.
4. Has a similar program been requested of the legislature and denied? No, a similar program has not been requested of the legislature and denied.
5. Why wasn't funding included in the agency's budget request? This investigation was not expected when the agency made its budget request.
6. Can portions of the grant funds be utilized? No. This will be funded by 100% Consumer Protection Revolving Funds.
7. Estimate the funds required to continue this position: It is estimated that this contract will cost approximately \$75,000 with \$25,000 for possible future contractor needs related to this issue.

In the event these funds should no longer become available, general funds will not be requested in support of this request.

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

Respectfully submitted,



Joseph A. Foster
Attorney General

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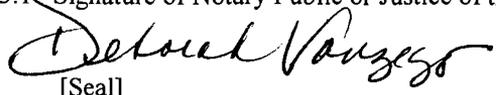
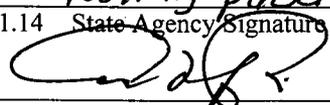
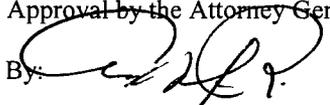
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Justice		1.2 State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Cohen Milstein Sellers & Toll PLLC		1.4 Contractor Address 1100 New York Avenue, NW Suite 500 West Washington, DC 20005	
1.5 Contractor Phone Number (202) 408-4600	1.6 Account Number	1.7 Completion Date October 30, 2017	1.8 Price Limitation \$75,000.00
1.9 Contracting Officer for State Agency Ann M. Rice		1.10 State Agency Telephone Number (603) 271-4900	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Linda Singer, partnerl	
1.13 Acknowledgement: State of ^(NH) DISTRICT, County of COLUMBIA On April 21, 2016 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		DEBORAH VANZEGO NOTARY PUBLIC DISTRICT OF COLUMBIA My Commission Expires January 1, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace DEBORAH VANZEGO NOTARY PUBLIC - DISTRICT OF COLUMBIA			
1.14 State Agency Signature  Date: 4/25/16		1.15 Name and Title of State Agency Signatory ANN RICE, DEPUTY ATTORNEY GENERAL	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/28/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State 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 State 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 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor 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:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 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.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor 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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, 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 State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

17. 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 given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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

Scope of Services

- A. Cohen Milstein Sellers & Toll PLLC ("Cohen Milstein" or "Firm") will assist the NH Department of Justice (NHDOJ) in an investigation of potential claims regarding fraudulent marketing of opioid drugs. This assistance shall include, but not be limited to, (1) drafting and negotiating compliance with civil investigative demands; (2) reviewing relevant documents and other information; (3) interviewing witnesses; (4) assisting in any court filings or hearings related to the investigation. The firm is responsible for providing all legal services required to support the NHDOJ in the investigation, including all associated support services.
- B. Cohen Milstein shall draft and provide to NHDOJ all key documents (such as civil investigative demands) for review and approval.
- C. Cohen Milstein will provide regular reports to the designated point of contact at the NHDOJ, including summaries of documents and interviews.
- D. NHDOJ shall maintain control of the investigation and will make all key decisions regarding its scope and manner. All work performed will be under the supervision of the NHDOJ and in a manner satisfactory to the NHDOJ.

Exhibit B

Payment and Terms

- A. Cohen Milstein shall perform all scope of work and services for a fixed fee of \$50,000. One-half of the fee (\$25,000) shall be paid within 30 days after the contract has been approved by the Governor and Executive Council. The remainder shall be paid at the conclusion of the investigation.
- B. NHDOJ will pay all reasonable costs and expenses of the investigation, not to exceed \$25,000. Any cost in excess of \$2,500 must be approved in advance the NHDOJ.
- C. Cohen Milstein shall report to the NHDOJ on a quarterly basis all costs and expenses it has incurred in this matter.

Exhibit C

Special Provisions

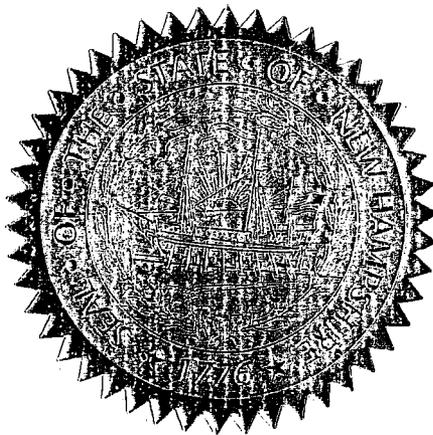
- A. Paragraph 13, Indemnification, and paragraph 14, Insurance, shall not apply.
- B. Cohen Millstein shall, at its expense, obtain and maintain in force legal malpractice insurance in amounts of not less than \$475,000 per person and \$3,750,000 per incident. The firm shall provide a certificate of insurance reflecting such coverage.

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 COHEN MILSTEIN SELLERS & TOLL PLLC a(n) District of Columbia limited liability company registered to do business in New Hampshire on April 19, 2016.

I further certify that it is in good standing as far as this office is concerned, having 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 April, A.D. 2016

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

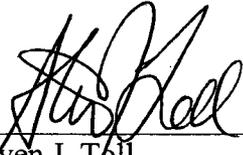
William M. Gardner
Secretary of State

CORPORATE RESOLUTION
OF
COHEN MILSTEIN SELLERS & TOLL PLLC

I, the undersigned, being the Managing Partner of Cohen Milstein Sellers & Toll PLLC, organized and existing under the laws of District of Columbia, and having its principal place of business at 1100 New York Ave., NW, Suite 500 East, Washington, DC 20005 (the "Firm"), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Executive Committee duly held and convened on April 20, 2016, at which a quorum of the Executive Committee was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Therefore, it is resolved:

Linda Singer has the authority to enter into an engagement with the State of New Hampshire on behalf of the Firm.



Steven J. Toll
Managing Partner



Date

State Farm CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 04/19/16

PRODUCER
 10/01/15
 J.A. BRUNETTO, AGENT
 6501 DEMOCRACY BLVD.
 BETHESDA, MD 20817

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.



INSURED
 COHEN MILSTEIN SELLERS & POLL PLLC
 1100 NEW YORK AVENUE, NW, SUITE 500
 WASHINGTON, DC 20005

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	State Farm Fire and Casualty Company	25143
INSURER B		
INSURER C		
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
X	GENERAL LIABILITY	99-01-5813-1	09/23/15	09/23/16	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMMON AGG \$ 4,000,000
X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO GEN AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER INCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OI: ER FL EACH ACCIDENT \$ EL DISEASE - FA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
NH HAMPSHIRE DEPARTMENT OF STATE STATE HOUSE, ROOM 204 107 NORTH MAIN STREET CONCORD, NH 03301-4989	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Melanie Mills</i>

State Farm



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.