

Lori A. Shibinette

Commissioner

Lisa M. Morris

Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301 603-271-4501 1-800-852-3345 Ext. 4501 Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

November 6, 2020

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His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, and 2020-21, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive** equipment rental agreement with W.D. Matthews (VC#173991), Auburn, ME, in the amount of \$10,668 for the provision of one (1) forklift for the storage and distribution of COVID-19 personal protective equipment (PPE) to support the Department's warehouse operations and ongoing response to the COVID-19 pandemic, with the option to renew for up to one (1) additional year, effective retroactive to October 1, 2020, through September 30, 2021. 25% General Funds. 75% Other Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount		
2021	103-502507	Contracts for Prog Svc	95010899	\$8,001		
2022	103-502507	Contracts for Prog Svc	95010899	\$2,667		
			Total	\$10,668		

05-95-095-950010-19190000 Health and Social Services; Dept of Health and Human Services; DHHS: Office of the Commissioner; COVID19 FEMA DHHS

EXPLANATION

This equipment rental agreement is **Retroactive** because the review and approval process took longer than anticipated. Additionally, the Department, in the interest of the public's health and safety, needed the Contractor to quickly provide the forklift to utilize additional racking and maximize personal protective equipment (PPE) storage at the Department's warehouse during the ongoing COVID-19 pandemic.

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The purpose of this equipment rental agreement is to rent one (1) electric forklift to support warehouse operations, including storage and distribution of COVID-19 PPE, during ongoing response to COVID-19.

The number of healthcare workers, first responders, and other services providers who will receive PPE from the warehouse between October 1, 2020, and September 30, 2021, depends on the trajectory of the COVID-19 pandemic.

In addition to providing the equipment, the Contractor will be responsible for the repair or replacement if the equipment breaks and/or malfunctions; and perform routine maintenance every 400 hours and/or emergency maintenance or repair to the equipment at the Department's warehouse.

The Department selected the Contractor through a competitive bid process using a Request for Quotations (RFQ) that was posted on the Department of Administrative Service's website from 7/16/2020 through 7/27/2020. The Department received responses from three (3) vendors. The bidding summary is attached.

As referenced in Section 1: General Conditions, Subsection 1.3 of the attached equipment rental agreement, the parties have the option to extend the agreement for up one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and appropriate State approval.

Area served: Statewide

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

Respectfully submitted,

Lori A. Shibinette Commissioner



Division of Procurement Support Services Bureau of Purchase Property

Gary S. Lunetta Director (603) 271-2201

Bid Description Dock-to-Stock Stand-Up Rider Electric Forklift - 3,000 0Lb		Agency:	Department of Health and Human Services				
Bid # RFQ							
Agent N	lame	Liz Moskalenko	Date:	8/3/2020			
Quantity	UOM	Product Description	WD Matthews Machinery Co	Nitco LLC	Crown L#1 Trucks		
1	£a	Dock-to-Slock Stand-Up Rider Electric Forklift - 3.000 Lb	\$ 10,788.00 AWARD	\$ 14,088.00	\$ 15,918.60		



NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES EQUIPMENT RENTAL AGREEMENT

This Agreement is made between the New Hampshire Department of Health and Human Services (hereinafter referred to as "DHHS") and WD Matthews (hereinafter referred to as "Contractor"). Pursuant to the Terms of this Agreement, the Contractor hereby agrees to perform any required services in conformance with and to rent the equipment identified in Section 2: Scope of Services, to support the Department in warehouse operations and management of supplies and equipment.

SECTION 1: GENERAL CONDITIONS

- 1.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17, and 2020-18, of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective 10/1/20 ("Effective Date") and shall end on 9/30/21 ("Completion Date"). If the provision of services by the Contractor precedes the Effective date, all services performed by the Contractor shall be performed at the sole risk of the Contractor and in the event that this Agreement does not become effective, the DHHS shall be under no obligation to pay the Contractor for costs incurred or services performed.
- 1.2 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement in whole or in part. 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 reduce or terminate the services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source in the event funds for this Agreement are reduced or unavailable.
- 1.3 The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and required governmental approval.
- 1.4 The Contractor shall not be allowed to assign or subcontract any portion of this Agreement without the express written permission of DHHS.
- 1.5 The Contractor shall be compensated at the rates set forth in Exhibit A.
- 1.6 The Contractor shall only be compensated for performance delivered in accordance with the specific terms and conditions and the payment mechanism described in this Agreement.
- 1.7 The Contractor shall, at its sole expense, obtain and maintain in force, the following insurance:



- 1.7.1 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;
- 1.7.2 Worker's Compensation coverage in conformance with the requirements of N.H RSA chapter 281-A.
- 1.7.3 The policies described in this section 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. The Contractor shall furnish to DHHS a 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 state may allow for expiration of the required insurance provided that no work be performed under the Agreement during any period of noncoverage. The certificate(s) of insurance and any renewals thereof shall specify that the "State of New Hampshire is additional insured with respect to comprehensive general liability." Said certificates shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide DHHS no less than thirty (30) days prior written notice of cancellation or modification of the policy.
- 1.8 The Contractor shall defend, indemnify and hold harmless DHHS and the State of New Hampshire (collectively referred to as 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 shall survive the termination of this Agreement.
- 1.9 The Contractor shall be responsible for all federal, State or local taxes, fees registrations, permits, insurance, or approvals and shall not be entitled to any rebate or pro-rate exemption for use of equipment by the State.
- 1.10 DHHS may terminate or suspend this Agreement for its convenience at any time without penalty, and for cause if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation of this Agreement.

SECTION 2: SCOPE OF SERVICES

- 2.1 The Contractor shall lease one (1) electric forklift ("equipment") to DHHS. At the minimum, the equipment shall have:
 - 2.1.3 Alternating Current power
 - 2:1:4-Charger and other charger equipment-
 - 2.1.5 Minimum 3,000 pound lift capacity
 - 2.1.6 Ability to navigate in 134" aisles
 - 2.1.7 Standard steering
 - 2.1.8 Ability to stack on racking (1 pallet at ground level, 2 pallets above)



- 2.1.9 Height below 90" to be able to maneuver down a docking ramp into a tracker trailer box trailer
- 2.2 The Contractor shall deliver the equipment to the DHHS warehouse (19 Terrill Park Drive, Concord, NH 03301) no later than October 6, 2020.
- 2.3 The Contractor shall provide one (1) onsite equipment training for up to eight (8) individuals, including National Guard members and DHHS staff, no later than October 1, 2020.
- 2.4 DHHS shall have the right to inspect all equipment rented under this Agreement and shall have the right to reject any equipment which DHHS deems to be unsuitable for warehouse operations.
- 2.5 The Contractor warrants that all equipment to be rented under this Agreement is in good working condition and that Contractor has maintained all applicable certifications, registrations, calibrations, inspections, and insurance.
- 2.6 By executing this Agreement, the Contractor acknowledges that it and any and all employees and operators which may be furnished under this Agreement are not employees of the State for any purpose whatsoever. The Contractor shall utilize its own equipment and labor and is responsible for all expenses necessary to perform its obligations under this Agreement. Contractor shall be solely responsible for making payment of all state and federal income taxes, unemployment insurance premiums, workers' compensation premiums, withholdings, and social security taxes for itself and its employees, laborers, material men, and/or agents. The Contractor acknowledges that it and its employees/operators are not eligible for, and shall not participate in, any employee pension, health or other fringe benefits plan provided to the State's employees. It is agreed to and understood that the DHHS is free to contract with other entities to provide the same or similar services during the term of this Agreement.
- 2.7 Damage and/or injury caused by any malfunction of the Contractor's equipment is hereby assumed by the Contractor. Claims for damage caused to rented equipment, caused by DHHS not covered by policies of insurance procured pursuant to Subsection 1.7 of this Agreement, shall be submitted to the Commissioner of the Department of Health and Human Services and will be processed as defined in NH RSA 228:29 and NH RSA 541-B.
- 2.8 The Contractor agrees to be responsible for the repair or replacement if the equipment breaks and/or malfunctions.
- 2.9 The Contractor shall perform routine maintenance every 400 hours and/or emergency maintenance or repair to the equipment at the DHHS warehouse. All routine and emergency maintenance is included in the price of this Agreement and will be provided at no additional cost to the Department.
 - 2.9.3 The Contractor shall notify the Department at least ten (10) business days prior to performing maintenance of equipment.
- 2.10 The Contractor shall be liable to clean up and remove any and all fluids, debris, spills, etc., that result from any breakdown or repair work. All spills shall be reported to the DHHS. If a release or spill is a reportable condition to the Department of Environmental Service (DES), the Contractor is required to notify DES and perform any necessary remediation to satisfy all applicable state and federal regulations, at the Contractor's sole expense.



2.11 The Contractor shall pick up the equipment after the Completion Date at the Contractor's sole expense.

SECTION 3: MISCELLANEOUS

- 3.1 The Contractor shall comply with all applicable Federal, State and local laws, regulations and provisions.
- 3.2 No failure by the State to enforce any provisions hereof shall be deemed a waiver of its rights under this Agreement.
- 3.3 This Agreement may be amended, waived or discharged (except for expiration of the term) only by an instrument in writing signed by the parties.
- 3.4 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 parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.
- 3.5 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.
- 3.6 This Agreement shall take precedence over any existing agreement between the State and Contractor for the rental of the specified Winter Maintenance Equipment.

New Hampshire Department of **Health and Human Services** Signature By: nnette Title: SSIDNER .19.2020 Date:

WD Matthews				
South & Parmer				
Signature				
By: Statl & Plummer				
(Print name)				
Title: President				
<u>901 Center Street</u> Street Address				
Silcor Address				
Auburn MAINE				
City, State, Zip Code				
207-344-0407 Telephone Number				
S Plummer OWDMATThouseCon				

Email Address

Page 4 of 7



173991	•
Vendor #	
18-5-20	

Date

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EXHIBIT A Payment Terms

- 1. For the purposes of this Agreement:
 - 1.1. The Contractor is a contractor, in accordance with 2 CFR 200.0. et seq.
 - 1.2. This Contract is NON-R&D, in accordance with 2 CFR §200.87.
- Payment shall be as specified below:

Description	Leased Price per Month	Number of Months	Total Price Limitation
One (1) Electric Forklift	\$889.00	12	\$10,668.00

- 3. The total price limitation is inclusive of all delivery, equipment, and routine and emergency maintenance costs.
- 4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
- 5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to <u>beth.kelly@dhhs.nh.gov</u>, or invoices may be mailed to:

Financial Manager Department of Health and Human Services 129 Pleasant Street Concord, NH 03301

- 6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Section 1: General Conditions, Subsection 1.2 of this Agreement.
- 7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Section 1: General Provisions, Subsection 1.1 of this Agreement.
- 8. The Contractor must provide the services in Section 2: Scope of Services, in compliance with funding requirements.
- The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of this Agreement.
- 10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and



conditions of this Agreement.

- 11. Changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining appropriate State approval, if needed and justified.
- 12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



The preceding Agreement, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/22/2020

Date

Takhmina Rakhmatova

Name: Takhmina Rakhmatova Title: Assistant Attorney General

I hereby certify that the foregoing Agreement was approved by the Governor approval issued under the Executive Order 2020-04 as extended by 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

OFFICE OF THE SECRETARY OF STATE

Date

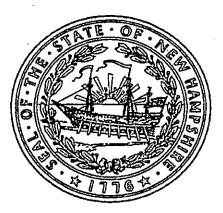
Name: Title:

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 W. D. MATTHEWS MACHINERY CO. is a Maine Profit Corporation registered to transact business in New Hampshire on March 29, 1965. 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: 2441 Certificate Number: 0005023508



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of October A.D. 2020.

William M. Gardner Secretary of State

I, Virginia N. Plumer, hereby certify that: (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)
1. I am a duly elected Clerk/Secretary/Officer of W.D. Wathews Wach, Co (Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on <u>OCTOBER 21</u> , 2015, at which a quorum of the Directors/shareholders were present and voting. (Date)
VOTED: That <u>Scott B. Pluw New</u> (may list more than one person) (Name and Title of Contract Signatory)
is duly authorized on behalf of <u>W.D.M.c.H.e. SMach.C</u> to enter into contracts or agreements with the State (Name of Corporation/ LLC)

CERTIFICATE OF AUTHORITY

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in-full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) Indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

2020 Dated

Signature of Elected Officer Plunner Name: Title: SI

W. D. MATTHEWS MACHINERY CO.

Written Action of Shareholders

October <u>21</u>, 2015 Auburn, Maine

The undersigned, being all the shareholders of W. D. Matthews Machinery Co., a Maine business corporation, and acting pursuant to 13-C M.R.S.A. § 704, hereby take the following action by unanimous written consent in lieu of annual meeting:

To elect the following individuals to the positions set opposite their respective names, to serve in said capacities for the ensuing term and until their successors are elected:

President

Treasurer

Clerk

Assistant Clerk

Scott B. Plummer-

Virginia N. Plummer

Norman J. Rattey

Darcie P. L. Beaudin

Plummer, Scott B. Shareholder

Pluminer, Shareholder Virginia

Client#: 1039988			WDM	AT			•
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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 p If SUBROGATION IS WAIVED, subject to the terms and conditions of th this certificate does not confer any rights to the certificate holder in tier	e policy,	certain polic	ies may rep	L INSURED prov uire an endorse	isions o nent. A	ir be en statem	dorsed. ent on
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South Portland, ME 04106	E-MAIL ADDRESS:						
855-874-0123		INSURER(S) AFFORDING COVERAGE					NAIC #
INSURED			ndemnity Co	sompany or or			11030
W.D. Matthews Machinery Co.				s. Co. of America		• .	25674
901 Center Street Auburn, ME 04210-6456	INSURE	to: Charter (Dak Fire Insu	rance Company			25615
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability policy provides blanket Additional Insured status to the State of New Hampshire, Department of Health and Human Services, when required by written contract.							
	•		•				
CERTIFICATE HOLDER	CANCE	LLATION					
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	ACCO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
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