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State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

January 19, 2024

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

REQUESTED ACTION

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety (DOS), Division of Fire Standards & Training and Emergency Medical Services (FSTEMS) to enter into an agreement with New England Life Flight, Inc. (VC#166585-B001), Bedford, MA 01730 in the amount of \$58,600.00 to provide training related to critical care transport. Effective upon Governor and Council approval through May 31, 2024. 76% Intra-Agency Transfers, 21% Fed Rev Xfers from Other Agencies, 3% Agency Income.

Funds are available in the following account in SFY 2024.

02-23-23-237010-33400000 - Dept of Safety – FSTEMS - FST Grants
102-500731 Contracts for Program Services
Activity Code#23EMSRH202

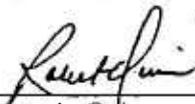
SFY 2024
\$58,600.00

EXPLANATION

The purpose of this agreement is to procure a full set of services for the provision of training related to critical care emergency medical services EMS transport through the Division of Fire Standards & Training and Emergency Medical Services. This training is specific to increasing the knowledge base of licensed New Hampshire EMS providers in specialized transfer of the critically injured and acutely sick, to include pediatric populations, as well as management and transport of high-risk OB/GYN patients.

The Division of Fire Standards & Training and Emergency Medical Services posted an RFP DOS 2024-007 on the State's Purchase and Property website from December 5, 2023 through December 20, 2023. New England Life Flight, Inc. was the only vendor that submitted a proposal.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

BID SUMMARY FOR REQUEST FOR PROPOSAL	
RFP # RFP DOS 2024-007	SERVICES BID: Training related to Critical Care Transport
DATE POSTED: 12/5/2023	DATE CLOSED: 12/20/2023

RFP SCORING SUMMARY				
RFP CRITERIA	MAX # OF PTS.	VENDOR NAME	VENDOR NAME	VENDOR NAME
		COMPLIANT	COMPLIANT	NON-COMPLIANT
		New England Life Flight, Inc.		
1. Technical Proposal	50	50		
2. Price Proposal	50	50		
TOTAL POINTS	100	100		

DEFINITIONS OF EACH SCORING CRITERIA
1. Technician Proposal: evaluating compliance of the minimum requirements as set forth in Section 2 of the RFP.
2. Price Proposal: evaluating price proposal as outlined in Section 6 of the RFP.

EVALUATION COMMITTEE MEMBERS AND QUALIFICATIONS	
NAME AND POSITION TITLE OF EVALUATOR	EVALUATOR'S QUALIFICATIONS
Justin Romanello	Bureau Chief, Division of Fire Standards & Training and Emergency Medical Services
Maria Varanka	EMS Training Coordinator, Division of Fire Standards & Training and Emergency Medical Services
Matthew Robblee	Program Specialist III, Division of Fire Standards & Training and Emergency Medical Services
Jeffrey Phillips	Assistant Director, Division of Fire Standards & Training and Emergency Medical Services

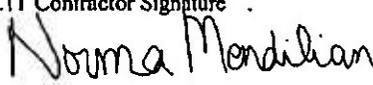
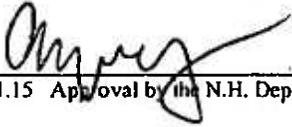
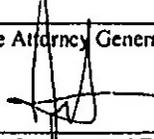
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Safety, Division of Fire Standards & Training and Emergency Medical Services		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name New England Life Flight, Inc.		1.4 Contractor Address 150 Hanscom Drive, Bedford, MA 01730	
1.5 Contractor Phone Number 781-863-2213	1.6 Account Unit and Class 02-23-23-237010-33400000-102	1.7 Completion Date 5/31/2024	1.8 Price Limitation \$58,600.00
1.9 Contracting Officer for State Agency Director Amy L. Newbury		1.10 State Agency Telephone Number 603-223-8020	
1.11 Contractor Signature  Date: 01.16.2024		1.12 Name and Title of Contractor Signatory Norma Mendilian, CPA, CFO	
1.13 State Agency Signature  Date: 1/19/24		1.14 Name and Title of State Agency Signatory Amy L. Newbury, Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: 		On: 1/22/24	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, 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 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

EXHIBIT A – SPECIAL PROVISIONS

There are no modifications, additions, and/or deletions to the Form P-37.

EXHIBIT B

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

New England Life Flight, Inc. will provide the services of provision of training related to critical care transport in accordance with RFP DOS 2024-007 for the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services. The vendor shall provide the services effective upon Governor & Council approval through May 31, 2024.

Requirements and scope of work:

1. Delivery of Society of Critical Care Medicine Courses. New England Life Flight, Inc. will provide course materials, multiple experienced instructors, and administrative support for Society of Critical Care Medicine registration, testing, and CE. Additionally, New England Life Flight, Inc. will provide CAPCE continuing education hours for the courses.
 - a) New England Life Flight, Inc. has been an approved Society of Critical care Medicine course delivery site for twenty years, currently offering Adult, Pediatric, and Obstetric courses. Our Director of Clinical Care is a Course Consultant with the Society, a role which includes developing delivery sites at other institutions throughout the country. We regularly offer all three specialty courses annually.
2. Provide Adult, Pediatric, and Obstetrics courses. New England Life Flight, Inc. will provide four adult courses, two in Concord, one in Bethlehem, and one in Cheshire (Keene). New England Life Flight, Inc. will provide one each of Pediatric and Obstetric courses in Concord.
 - a) New England Life Flight, Inc. is a currently approved provider for the Fundamentals-Adult, Fundamentals-Pediatric, and Fundamentals-Obstetric courses, maintaining an administrative infrastructure, instructor pool, and supervisory program that meets the SCCM requirements in all three disciplines.
3. Provide courses in-person in Concord NH, Cheshire (Keene) NH, and Bethlehem, NH. New England Life Flight, Inc. will provide four courses in Concord, one in Cheshire (Keene), and one in Bethlehem, as described in section 2 above.
 - a) New England Life Flight, Inc. has an infrastructure for off-site, in-person course delivery, with experience in Connecticut and Martha's Vineyard. Concord, Cheshire (Keene), and Bethlehem are all in our serviceable area for two-day course delivery; the bid reflects geographic variability on cost.
4. Course size up to 24 participants. Courses are quoted with instructor and administrative capacity to support 24 students.
 - a) New England Life Flight, Inc. and The State of New Hampshire Department of Safety, Division of Fire Standards and Training & Emergency Medical Services will collaborate to develop a smooth advertising and registration process, including a waiting list.
 - b) New England Life Flight, Inc. and The State of New Hampshire Department of Safety, Division of Fire Standards and Training & Emergency Medical Services will collaborate to develop an effective publicity and advertising program for the courses.
 - c) The hosting site must arrange for supporting infrastructure, and the ability to provide that infrastructure represents the only potential limitation to course size:

New England Life Flight, Inc.

Contractor Initials NM

1. Main room tables/chairs or auditorium-style seating with writing surfaces
 2. Main room AV — ability to project PowerPoint-style slides with video, whiteboard is helpful.
 3. Small-group breakout room space, at least one with AV capacity, whiteboard is helpful.
 4. Participant food/beverage for morning break, lunch, and afternoon break, or timely access to food/beverage, if not provided.
5. Delivery by May 31, 2024. In collaboration with the State of New Hampshire Department of Safety, Division of Fire Standards and Training & Emergency Medical Services, six (6) courses will be scheduled for delivery between the contract award date and May 31, 2024.
- a) Both parties understand that force majeure will preclude course delivery.
 - b) Additionally, there may be collaborative decisions between New England Life Flight, Inc. and the State of New Hampshire Department of Safety, Division of Fire Standards and Training & Emergency Medical Services to cancel or reschedule a course, particularly for concerns related to weather and logistics. If a course is cancelled by mutual agreement, payment for course delivery fees/expenses not already incurred by New England Life Flight, Inc. and the Society of Critical Care Medicine will not be charged, but expenses already incurred will be due.

Cost Breakdown:

1. Course delivery in Concord, NH - \$33,600.00
 - a. Four (4) courses (2 Adult, 1 Pediatric, 1 Obstetric)
 - b. Per-course cost \$8,400.00
2. Course Delivery in Cheshire (Keene), NH - \$12,500.00
3. Course Delivery in Bethlehem, NH - \$12,500.00

Total Cost: \$58,600.00

EXHIBIT C

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The total cost of the services is \$58,600.00. An invoice shall be submitted when services have been completed to:

State of New Hampshire
Department of Safety
Division of Fire Standards & Training and Emergency Medical Services
33 Hazen Drive
Concord, NH 03305
Email: AccountsPayable@dos.nh.gov



January 16, 2024

Department of Safety
Division of Fire Standards & Training & Emergency Medical Services
33 Hazen Drive
Concord, NH 03305

Subject: RFP DOS 2024-007
Provision of Training Services

To whom it may concern,

New England Life Flight, Inc. d/b/a Boston MedFlight is a Massachusetts 501(c)(3) non-profit organization that is registered to transact business in New Hampshire as well. New England Life Flight, Inc. will provide training services related to critical care transport in accordance with RFP DOS 2024-007 for the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services.

The Chief Financial Officer of New England Life Flight, Inc., Norma Mendilian, is the individual responsible for the execution of the contract to bind New England Life Flight, Inc. for the provision of these services as of January 16, 2024. As such, Norma Mendilian will be signing the contract. The Chief Financial Officer, Norma Mendilian, was granted authority for the execution and binding of the contract by New England Life Flight, Inc.'s Chief Executive Officer and Board of Trustees as indicated on page 9 sections 5.5 and 5.6 of New England Life Flight, Inc.'s bylaws. (see attached) The Chief Financial Officer is responsible for the financial operations of New England Life Flight, Inc. and is in charge of all funds and securities.

If you have any questions, please feel free to call me at 781-863-2213 ext 2314 or via email maura.hughes@bostonmedflight.org Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Maura Hughes".

Maura Hughes
Chief Executive Officer



BY-LAWS
OF
NEW ENGLAND LIFE FLIGHT, INC.

SECTION 1. - ARTICLES OF ORGANIZATION

The Name and purpose of the Corporation shall be as set forth in the Articles of Organization. These by-laws, the powers of the Corporation and of its Membership, Trustees, and Officers and all matters concerning the conduct and regulation of the affairs of the Corporation shall be subject to the Articles of Organization in effect from time to time.

SECTION 2. - MEMBERSHIP

2.1 **Identity.** There will be the following two (2) classes of members of the Corporation: (i) Founding Members and (ii) an Affiliate Member (each a "Member" and together the "Members"). The Founding Members shall be Boston Medical Center Corporation, The General Hospital Corporation (d/b/a Massachusetts General Hospital), The Brigham & Women's Hospital, Inc., Tufts Medical Center, Inc., Beth Israel Deaconess Medical Center, Inc., and The Children's Hospital Corporation. The Affiliate Member shall be Lahey Clinic Hospital, Inc. The Board of Trustees may from time to time designate additional charitable, publicly supported hospitals, or consortia of hospitals, as members.

2.2 **Powers.** The Members shall appoint and may remove or suspend the Trustees and shall have such other powers as provided by law, the Articles of Organization, or these by-laws; provided, however, that the following actions shall require the two-thirds (2/3) vote of the Members: (a) the sale, lease, exchange or other disposition of all or substantially all of the Corporation's property and assets; (b) the merger or consolidation of this Corporation with another

corporation; (c) the dissolution of the Corporation; and (d) the addition of any new members of the Corporation.

2.3 **Resignation.** Any Member may resign at any time by giving written notice of such resignation to the Board of Trustees. Such resignation shall be effective at the time specified therein, or if no time is specified, upon receipt by the Clerk.

2.4 **Removal.** A Member may be removed or suspended for cause by an affirmative vote of a two-thirds majority of the Trustees then in office at a special meeting called for that purpose, provided that such Member shall be given at least seven days' written notice of the proposed removal and the reasons therefore, and is given an opportunity to be heard at the meeting, and that notice of the proposed removal is given in the notice of meeting.

2.5 **Suspension.** If, at any time, a Member is in default of any covenant, condition, or obligation contained in the "Member Hospital Agreement," a contract between the Member and the Corporation, and remains in default for more than fourteen (14) days following receipt of written notice of such default, its membership and the right of its Trustees to vote shall be suspended until said default is cured.

2.6 **No Return of Contribution.** No Member shall have the right to a return of any contribution to the Corporation, if any.

SECTION 3. - SECTION 3-BOARD OF TRUSTEES

3.1 **Powers.** The general management of the affairs of the Corporation shall be vested in a Board of not less than two Trustees, provided that no less than a majority of Trustees shall be appointed by Founding Members.

3.2 **Appointment, Term of Office and Vacancies.** Each Founding Member shall be entitled to appoint two (2) Trustees (at least one Trustee shall be a physician) and the Affiliate Member

shall be entitled to appoint one (1) Trustee. These Trustees shall take office upon such appointment. Trustees appointed by the Founding Members and the Affiliate Member may elect up to five (5) additional Trustees with skills and expertise that will supplement the skills and expertise of the appointed Trustees. These elected Trustees shall take office upon election. The term of office for each Trustee shall be three (3) years, except that if the Member who appointed a Trustee shall cease to be a Member of the Corporation for any reason, the term of office of such Trustee shall terminate at the same time as the membership of such Member. The term limit for each Trustee shall be three (3) consecutive three-year terms. Any vacancy on the Board of Trustees created by the death, resignation or removal of a Trustee shall be filled by a Trustee appointed by the Member who appointed the Trustee whose position has been vacated. All Trustee appointments shall be consistent with the Board approved nomination and approval process. A Trustee appointed to fill a vacancy shall serve the unexpired term of the Trustee he or she has been elected to replace.

3.3 **Resignation.** Any Trustee may resign at any time by giving written notice of such resignation to the Board of Trustees. Such resignation shall be effective at the time specified therein, or if no time is specified, upon receipt by the Clerk.

3.4 **Removal.** A Trustee may be removed at any time by the Member that appointed the Trustee. A Trustee may be removed or suspended for cause by an affirmative vote of a two-thirds majority of the Trustees then in office at a special meeting called for that purpose, provided that such Trustee shall be given at least seven (7) days written notice of the proposed removal and the reasons therefore, and is given an opportunity to be heard at the meeting, and that notice of the proposed removal is given in the notice of meeting. A Trustee shall be suspended if, at any time,

the Member who elected the Trustee is suspended in accordance with the last sentence of Section 2.5.

3.5 **Committees.** The Board of Trustees may delegate such of their powers as they consider advisable, except those powers which by law, the Articles of Organization, or these by-laws may not be so delegated, to such committees as the Board of Trustees or these by-laws may from time to time establish. All committees shall serve at the pleasure of the Board of Trustees. Members of such committees need not be Trustees, provided that any committee to which the powers of the Trustees are delegated shall consist solely of Trustees. The Board of Trustees shall have, as standing committees, the Executive Committee, Finance Committee, Governance Committee, Quality and Safety Committee, Development and Public Relations Committee. The standing committees shall have the powers described below and such other powers as may be delegated by the Board of Trustees from time-to-time.

- a) **Executive Committee.** The Executive Committee shall consist of the Chair of the Board, the Vice Chair of the Board, Chief Executive Officer, the Clerk, and the Treasurer, each serving *ex officio*. The Executive Committee shall have power to transact all regular business of the Corporation during the period between the meetings of the Board of Trustees, subject to any prior limitation imposed by the Board of Trustees and with the understanding that all matters of major importance will be made known to the Board of Trustees. A majority of voting members shall constitute a quorum for transactions of business at any meeting of the Executive Committee. The Executive Committee shall keep minutes of its proceedings and regularly report to the Board of Trustees.

b) Finance Committee. The Finance Committee shall consist of not less than four (4) members of the Board of Trustees. The Finance Committee members shall include the Chair of the Board, the Chief Executive Officer, the Treasurer, and the Chief Financial Officer. The Treasurer shall serve as chair of the Finance Committee. The Finance Committee shall monitor the financial affairs and health of the Corporation and shall assist in the formulation of financial goals and the various options for financial operations and capital investments. The Finance Committee shall assist in the development of the annual budget and policies relating to investments, information technology and financial management.

c) Governance Committee. The Governance Committee shall consist of no less than three (3) members of the Board of Trustees, none of whom shall be employees of the Corporation. The Governance Committee shall assist the Board of Trustees to maintain appropriate continuity of membership and effective conduct of Board affairs by performing the following duties:

- i. recommending to the Board of Trustees appropriate potential members of the Board of Trustees for nomination for election or reelection;
- ii. nominating members to serve as officers of the Board; and
- iii. providing for orderly succession in electing officers of the Board and appointing committee chairs.

The Governance Committee shall adopt such policies and practices as it deems appropriate to perform its duties. Members retain the right to appoint their representative Trustees.

d) Quality and Safety Committee. See Section 10.2

e) Development and Public Relations Committee. The Development and Public Relations Committee shall consist of no less than three (3) members of the Board of Trustees. The Development and Public Relations Committee shall be responsible for the development of fundraising and public relations programs that promote the Corporation's mission and services.

SECTION 4.- MEETINGS

4.1 **Annual and Special Meetings of the Members.** The annual meeting of the Members of the Corporation shall be held on the third Friday in the month of November in each year or on such other date and at such place and time as the Board of Trustees may determine. Special meetings of the Members may be held at any time and at any place when called by the Chair of the Board or by the Trustees, and shall be called by the Clerk, or in the case of death, absence, incapacity or refusal of the Clerk, by any other officer, upon written application of Members representing at least ten percent (10%) of the smallest quorum of Members required for a vote upon any matter at the annual meeting of Members.

4.2 **Meetings of the Board of Trustees.** The Board of Trustees shall meet annually immediately following the annual meeting of Members. Regular meetings shall be at such place and time as the Board of Trustees may from time to time determine. Special meetings of the Board of Trustees may be called by any two Trustees or by the Chair of the Board. In addition to Trustees, guests invited by the Chair of the Board or by a majority of the Trustees may attend a regular Board meeting.

4.3 **Notice.** At least seven (7) days written notice shall be given of all meetings stating the date, purpose, time and place of such meeting. Such notice may be provided to the Member or

Trustee by first class mail, facsimile, or electronic mail to the address of the Member or Trustee as it appears in the records of the Corporation.

4.4 **Quorum and Voting.** A majority of Members, or of Trustees, as the case may be, then in office, shall constitute a quorum at all meetings. When a quorum is present, voting at any meeting shall be by majority vote unless otherwise required by law, the Articles of Organization, or these by-laws.

4.5 **Action Without a Meeting.** Any action required or permitted to be taken at any meeting of the Members or Trustees may be taken without a meeting if all those entitled to vote consent to the action in writing and if the written consents are filed with the records of the corporation. Such consents shall be treated for all purposes as a vote at a meeting.

4.6 **Telephonic Participation in Meetings.** Members of the Board of Trustees, or any committee designated by the Board of Trustees, may participate in a meeting of the Board of Trustees or such committee by means of a conference telephone call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

4.7 **Waiver of Notice.** Whenever any written notice is required to be given by these by-laws, a waiver of notice signed either before or after the action for which written notice is required shall have the effect of written notice.

4.8 **Proxies.** Members may vote either in person or by written proxy dated not more than six months before the meeting named in the proxy, which proxies shall be filed before being voted with the Clerk or other person responsible for recording the proceedings of the meeting. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote

at any adjournment of the meeting but the proxy shall terminate after the final adjournment of such meeting.

SECTION 5. - OFFICERS

5.1 **Enumeration.** The officers of the Corporation shall be a Chair of the Board, a Vice Chair of the Board, a Clerk, a Treasurer, and such other officers as the Board of Trustees may from time to time appoint. The Chair of the Board shall have the powers and duties corresponding to those of a president of a Massachusetts corporation. The Chair of the Board, Vice Chair of the Board, and the Treasurer shall be elected from among the Trustees. A person may hold more than one office at the same time.

5.2 **Election and Term.** The Chair of the Board, Vice Chair of the Board, Clerk, and Treasurer shall be elected annually by the Trustees at their first meeting following the annual meeting of the Members. Such officers shall hold office until their successors are duly chosen and qualified, or until he or she sooner dies, resigns, is removed, or becomes disqualified. Each officer shall serve at the pleasure of the Trustees. Any officer vacancy created by the death, resignation or removal of an officer shall be filled by an officer elected by the Trustees. Any officer elected to fill a vacancy shall serve the unexpired term of the officer he or she has been elected to replace.

5.3 **Powers.** The officers shall have the powers and perform the duties customarily belonging to their respective offices, including the powers and duties listed below:

- a) The Chair of the Board shall preside at all meetings of the Members and of the Board of Trustees at which he or she is present. Except as otherwise provided by the Board of Trustees or these by-laws, he or she shall sign for the Corporation all deeds, agreements, and other formal instruments.

- b) The Vice Chair of the Board shall have such powers and duties as may be determined by the Board of Trustees. The Vice Chair of the Board shall preside at any meetings of the Members and of the Board of Trustees at which the Chair of the Board is not present.
- c) The Clerk shall keep records of all meetings of the Members and the Board of Trustees and make a report thereon and shall issue calls and notices of meetings.
- d) The Treasurer shall meet annually with the Corporation's independent auditors.

5.4 **Resignation and Removal.** Any officer may resign at any time by giving written notice of such resignation to the Board of Trustees. An officer may be removed or suspended for cause by an affirmative vote of a two-thirds majority of the Trustees then in office at a special meeting called for that purpose, provided that such officer shall be given at least seven (7) days' notice of the proposed removal and the reasons therefore, and is given an opportunity to be heard at the meeting, and that notice of the proposed removal is given in the notice of meeting. Such removal shall be without prejudice to contract rights, if any, of the person so removed. Election or appointment of an officer shall not of itself create contract rights.

5.5 **Chief Executive Officer.** The Board of Trustees may appoint a Chief Executive Officer who shall be responsible to the Board of Trustees for the operations and programs of the Corporation.

5.6 **Chief Financial Officer.** The Chief Executive Officer may appoint a Chief Financial Officer who shall be responsible to the Chief Executive Officer for the financial operations of the Corporation and who shall be in charge of all funds and securities of any type.

SECTION 6. - COMPENSATION

6.1 **Trustees and Members.** No Trustee or Member shall receive compensation for serving as such. Trustees and Members may be reimbursed for reasonable expenses incurred in connection with the affairs of the Corporation, including attendance at meetings.

6.2 **Officers.** The officers shall receive such compensation as the Board of Trustees may determine. The Board may delegate to the Chair of the Board or to a committee the power to fix salaries or other compensation of any officer or agent appointed by the resolution of the Board of Trustees. No officer shall be prevented from receiving compensation by reason of the fact that he or she is also a Trustee.

SECTION 7. – BENEFACTORS, SPONSORS, ADVISORS AND FRIENDS OF THE CORPORATION

The Board of Trustees may from time to time designate certain persons or groups of persons as benefactors, sponsors, advisors, or friends of the corporation or such other titles as they deem appropriate (termed Friends). Friends shall serve in an associate capacity and except as the Board of Trustees designates such persons in such capacity shall have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum, and shall have no other rights and responsibilities.

SECTION 8. - INDEMNIFICATION OF TRUSTEES, OFFICERS AND EMPLOYEES

The Corporation shall, to the extent legally permissible, indemnify each of its Trustees, officers and employees (and their heirs, executors and administrators of such Trustee, officer or employee) against all expenses and liabilities which he or she has reasonably incurred in connection with or arising out of any action or threatened action, suit or proceeding in which he or she may be involved, while in office or thereafter, by reason of his or her being or having been

a Trustee, any officer of the Corporation, or employee, such expenses and liabilities to include, but not be limited to judgments, fines, penalties, court costs and attorney's fees and the cost of reasonable settlements, provided no such indemnification shall be made in relation to matters as to which such Trustee, Officer or employee shall be finally adjudged in any such action, suit or proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation.

In the event that a settlement or compromise of such action, suit or proceeding is effected, indemnification may be had only if the Board of Trustees shall have been furnished with an opinion of counsel for the Corporation to the effect that such settlement or compromise is in the best interest of the Corporation; and that such Trustee, officer or employee appears to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation; and if the Board of Trustees shall have adopted a resolution approving such settlement or compromise by a disinterested majority of the Trustees then in office entitled to vote.

The foregoing right of indemnification shall not be exclusive of other rights to which any Trustee, officer, employee, or other corporate personnel may be entitled as a matter of law.

SECTION 9. - GENERAL

9.1 **Corporate Seal.** The corporate seal shall be in a form determined from time to time by the Board of Trustees.

9.2 **Fiscal Year.** The fiscal year of the Corporation shall begin on the first day of October and end on the thirtieth day of September in each year, unless otherwise changed by the Board of Trustees by filing a certificate with the Secretary of the Commonwealth.

9.3 **Receipt and Disbursement of Funds.** The Board of Trustees may designate such other officer or officers who in addition to or instead of the Treasurer shall be authorized to receive and

receipt for all moneys due and payable to the Corporation from any source whatever, to endorse for deposit checks, drafts, notes, or other negotiable instruments, and to give full discharges and receipts therefore. Funds of the Corporation may be deposited in such bank or banks or with such other corporations, firms, or individuals as the Board of Trustees may from time to time designate.

9.4 **No Personal Liability.** The Members, Trustees, employees, and officers of the Corporation shall not be personally liable for any debt, liability or obligation of the Corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the Corporation, may look only to the funds and property of the Corporation for payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Corporation.

9.5 **Conflict of Interest.** No Trustee or officer shall have an undisclosed conflict of interest with the Corporation. Any conflict of interest on the part of any Trustee or officer shall be disclosed to the other Trustees and made a matter of record when any matter to which the interest relates becomes the subject of action by the Board. Any Trustee having a conflict of interest with respect to any matter shall neither vote nor use his or her personal influence on the matter, and such Trustee or officer shall not be counted in determining the quorum for any action on such matter. No Trustee or officer shall be interested, directly or indirectly, in any contract relating to the operation of the Corporation, nor in any contract for furnishing supplies or services thereto, unless authorized by these by-laws or by concurring vote of two-thirds of the Trustees present and voting thereon. Any contract or transaction which violates this Section 9.5 may be invalidated by the Board of Trustees and the Corporation for any profit or benefit realized through any such contract or transaction.

SECTION 10. - QUALITY MANAGEMENT PROGRAM

10.1 **Quality Management Program.** The Board of Trustees hereby delegates to the Quality and Safety Committee ("Committee") the oversight of the Corporation's Quality Management Program ("Program") whose goal is to develop effective programs of performance improvement, risk management and peer review.

10.2 **Quality and Safety Committee.** The Committee shall be a medical peer review committee as defined under M.G.L. c. 111, §1 for the purposes set forth in M.G.L. c. 111, §203(f), applicable Department of Public Health regulations and administrative policies, and requirements of state and regional medical directors. It shall consist of Trustees, who are physicians, the Corporation's Chief Medical Officer, and other licensed physicians as the Chair of the Board may select. The Committee shall meet on a regular basis, as to be determined by the Committee, to review and evaluate the necessity, quality and effectiveness of the emergency medical care involving the Corporation. In between its meetings the Committee may delegate to its Chief Medical Officer and one or more emergency transport professionals the responsibility to gather and analyze transport information and data from the Corporation, Members, and other discharging and receiving hospitals, and to perform the quality assurance and quality improvement duties internally and with other hospitals.

10.3 **Confidentiality of Records and Information.** In fulfilling its quality assurance and peer review responsibilities, the Committee shall work cooperatively with Member and other hospitals in gathering needed medical information. This information may be utilized by the Committee and, as necessary, other hospitals, in fulfilling its responsibilities. In order to promote the free and full discussion of quality assurance and peer review information which will enhance the protection of the public, the actions of the Committee shall be subject to all protections granted to a medical

peer review committee by M.G.L. c. 111, §§204 and 205 and any and all other laws protecting the deliberations, duties, and decision-making of a medical peer review committee. Accordingly, any and all proceedings, reports or records, whether paper or electronic, generated or used by the Committee shall be treated strictly confidential and, to the extent allowable under law, not subject to subpoena, discovery or introduction into evidence.

SECTION 11. - AMENDMENTS

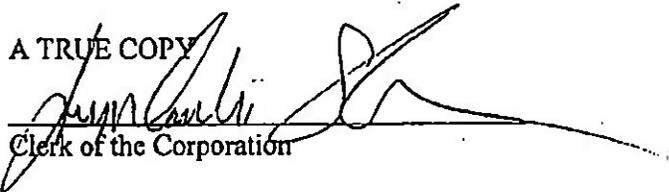
These by-laws may be altered, amended, or repealed by a majority vote of the Members present and voting at any annual or special meeting, provided that notice describing the proposed amendment has been given in writing with the notice of the meeting. In addition, the Trustees, by a majority of those then in office, shall have the power to make, amend or repeal the by-laws of the Corporation, in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or these by-laws requires action by the Members. Not later than the time of giving notice of the meeting of Members next following the amending or repealing by the Trustees of any by-laws, notice thereof stating the substance of such change shall be given to the Members. Any by-law so altered, amended, or repealed by the Trustees may be further altered or amended or reinstated by the Members in the above manner.

SECTION 12. - DISTRIBUTION UPON DISSOLUTION

In the event of dissolution of the Corporation, the Board of Trustees, after paying or making provisions for the payment of all the liabilities of the Corporation, shall distribute all of the assets of the Corporation to its then current Members provided such organizations are organized and operated exclusively for religious, charitable, educational or scientific purposes and shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal

Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law). Such distributions shall be in proportion to each then current Member's total contributions to the Corporation.

A TRUE COPY


Clerk of the Corporation

Dated: March 25th 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2024

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 Dowling Insurance Agency, Inc 44 Adams Street P.O. Box 850962 Braintree MA 02185-0962		CONTACT NAME: Bianca Dunn PHONE (A/C, No, Ext): (781) 848-7652 FAX (A/C, No): (781) 380-8783 E-MAIL ADDRESS: bdunn@dowlingins.com															
INSURED New England Life Flight, Inc., DBA: Boston Med Flight 150 Hanscom Drive, Building 12A Hanscom Air Force Base Bedford MA 01730		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Medical Prof Mutual Ins Co.</td> <td></td> </tr> <tr> <td>INSURER B: Arbella Protection Insurance Company</td> <td>41360</td> </tr> <tr> <td>INSURER C: ProSelect Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Starr Indemnity & Liability Co.</td> <td></td> </tr> <tr> <td>INSURER E: Gen Star Indemnity Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Medical Prof Mutual Ins Co.		INSURER B: Arbella Protection Insurance Company	41360	INSURER C: ProSelect Insurance Company		INSURER D: Starr Indemnity & Liability Co.		INSURER E: Gen Star Indemnity Insurance Co.		INSURER F:	
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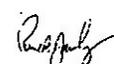
COVERAGES CERTIFICATE NUMBER: 2023 RENEWAL COIs REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability			001MA000037664	09/30/2023	09/30/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000 General Aggregate-PL \$ 20,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1020088151	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			002MA000026306	09/30/2023	09/30/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	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	100 0005104	09/30/2023	09/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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
E	Excess Auto Liability			IXG931095D	09/30/2023	09/30/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000

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

RFP DOS 2024-007, Provision of Training

CERTIFICATE HOLDER State of NH Department of Safety Division of Fire Standards & Training Emergency Medical Services 33Hazen Dr. Concord, NH 03305	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 
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