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RUSH

Contract 20170335

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			M.L.	10-26-16
City Comptroller	LLL	10/26/16	LLL	10/26/16
Law	KTB	10/26/16	KTB	10/26/16
CAFO	fmm	10/26/16	fmm	10/26/16
Mayor	MM	10/27/16	MM	10/27/16
City Comptroller	LLL	10/27/16	LLL	10/27/16
Community Development				

Vendor No.: 8217 Contract No.: 20170335 Contract Date:

Contract Amt.: \$5,000,000.00 Issue Date: 10/26/2016 Renewal Date:

Appropriation Code1: 26451811-580800-64516
 Appropriation Code2:
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source: CDBG-NDR

Bid No.: Requisition No.: 17005578 PO No.:

Vendor Name: Baystate Medical Center Inc.

Contract Type: Subrecipient Partnership Agreement with Baystate Medical Center Inc.

Contract Purpose: Subrecipient Partnership Agreement for development of CHP Plant.

Originating Dept.: Community Development - Disaster Recovery

Expiration Date: 1/1/18 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment Extension

Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA
 01103

Requisition 17005578-00 FY 2017

Acct No:
 26451811-580800-64516
 Review:
 Buyer: lpl
 Status: Released

Vendor
 BAYSTATE MEDICAL CENTER INC
 759 CHESTNUT ST
 SPRINGFIELD, MA 01199
 USA
 Tel#413-794-9999

Ship To
 DISASTER RECOVERY 4TH FLOOR
 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA
 MLYNCH@SPRINGFIELD CITYHALL.COM

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/16	008217				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 10/26/16 Heather Potito		Auto approved by: 108745	
	Approved 10/26/16 Tim Brown		Auto approved by: 108745	
	Queued 10/26/16 Lindsay Hackett		Auto approved by: 108745	
	Queued 10/26/16 TJ Plante		Auto approved by: 108745	
	Pending 10/26/16 Lauren Stabilo		Auto approved by: 108745	

Contract # 20170335

SUBRECIPIENT PARTNERSHIP AGREEMENT

By and Between the

CITY OF SPRINGFIELD, MA

And

BAYSTATE HEALTH, INC.

**COMMUNITY DEVELOPMENT BLOCK GRANT – NATIONAL DISASTER
RESILIENCE PROGRAM**

**Office of Community Development/Disaster Recovery & Compliance
Springfield, Massachusetts**

PROJECT AMOUNT: \$5,000,000

PROJECT NAME: COMBINED HEAT & POWER PLANT

Domenic J. Sarno
MAYOR

PART I: Project Terms and Conditions

Upon execution by all parties, this Agreement, shall be effective as of entered into as of the ____ day of October, 2016, BY AND BETWEEN **BAYSTATE HEALTH, INC.**, a not-for-profit corporation with its principal office and place of business at 759 Chestnut Street, Springfield, Massachusetts (hereinafter referred to as the "SUBRECIPIENT"), and the **CITY OF SPRINGFIELD**, a municipal corporation, duly organized and in existence under the laws of the Commonwealth of Massachusetts, with its principal office and place of business in City Hall, 36 Court Street, in the City of Springfield, and Commonwealth of Massachusetts, acting by and through its Chief Development Officer, with the approval of its Mayor (hereinafter referred to as the "CITY").

WHEREAS, the CITY released a Request for Proposals on September 21, 2015 soliciting responses from potential partners for its response to the U.S. Department Housing and Urban Development (HUD) Notice of Funding Availability under the Community Development Block Grant – National Disaster Resilience Competition (CDBG-NDR NOFA); and

WHEREAS, the CITY and the SUBRECIPIENT executed a Partnership Agreement (APPENDIX A) and submitted a Phase II Application on October 27, 2015 to HUD in response to the CDBG-NDR NOFA; and

WHEREAS, the CITY was awarded funds from the United States Government on January 21, 2016 under the Disaster Relief Appropriations Act, 2013 (Pubic Law 113-2), Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.) and the Notice of Funding Availability for HUD's CDBG-NDR Program; and

WHEREAS, the CITY and HUD have executed a Grant Agreement on _____, 2016; and

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to utilize awarded funds hereinafter described in connection with CITY's Community Development activities to carry out the Project described in this Agreement and APPENDIX A.

NOW THEREFORE, the CITY and SUBRECIPIENT agree as follows:

I. SCOPE OF SERVICE

A. Activities

THE SUBRECIPIENT shall be responsible for using \$5,000,000 in CDBG-NDR funds, and \$18,599,743 in private and state funding, to carry out the construction of a Combined Heat and Power Plant in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. Such program shall include the activities eligible under the Community Development Block Grant – National Disaster Resilience ("CDBG-NDR") program as described in the scope of services attached hereto and made a part hereof in APPENDIX B, "Scope of Services".

All activities identified in this section and further described in APPENDIX B, "Scope of Services", attached hereto and made a part hereof, shall support the CITY's Community

Development activities and shall be performed and carried out by the SUBRECIPIENT under the highest professional standards to the satisfaction of the CITY.

B. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the SUBRECIPIENT shall provide services as outlined in APPENDIX B.

C. Staffing and Monitoring

[1] Subrecipient Staffing SUBRECIPIENT agrees to provide all staffing associated with the completion of this project. All construction work will be completed in compliance with Federal, State and City laws and regulations. If SUBRECIPIENT makes any changes to key personnel working on the project, it shall notify the CITY in writing and ensure that any replacement personnel are at least as qualified as the persons they are replacing. All key personnel shall be reasonably satisfactory to the CITY.

[2] City Staffing The CITY hereby designates the Chief Development Officer as the Project Officer. On the Mayor's authority, the Project Officer shall be the person signing this agreement on behalf of the Office of Community Development and Disaster Recovery and shall be the authorized representative of CITY responsible for the administration and enforcement of this Agreement acting within the limits of authority as defined by CITY'S Mayor.

Under the Direction of the Chief Development Officer the Office of Community Development and Disaster Recovery will be charged with administering and monitoring this Agreement.

D. Performance Monitoring

The CITY shall monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the CITY shall constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within thirty (30) days of being notified by the CITY, Agreement suspension or termination procedures shall be initiated as detailed in Section V Subsections A and B below.

[1] Time of Performance - Services of the SUBRECIPIENT shall commence as described in this Agreement on the date of execution and shall end on January 1, 2018. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income.

[2] Budget – It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed Five Million Dollars (\$5,000,000.00).

SUBRECIPIENT shall abide by the budget attached hereto and made a part hereof as Appendix C, diligently reporting and documenting all expenditures for which reimbursement is sought in accordance with this Agreement.

The SUBRECIPIENT shall submit requests for any material amendments to this budget in writing to the CITY; the CITY shall have the authority to approve or deny such budget amendments and shall do so within thirty (30) days.

- [3] **Quarterly Reports** - The SUBRECIPIENT shall submit quarterly reports no later than the 15th of each quarter. Quarterly reports will be due to the CITY on the following dates for the duration of this agreement:

January 1
April 1
July 1
October 1

SUBRECIPIENT will be required to report on accomplishments and leverage funds contributed to the project from the previous quarter. Quarterly reports must be submitted to the Office of Disaster Recovery and Compliance whether or not SUBRECIPIENT is requesting funds. If there has been no activity during the quarter, this also must be reported.

- [4] **Construction Meetings** - The SUBRECIPIENT agrees that during the duration of active construction they will hold weekly construction meetings with the general contractor. Minutes of these construction meeting will be taken and provided to all interested parties, including the CITY. SUBRECIPIENT will inform the CITY of the dates and times of these meetings, so the CITY can attend and/or have a designee attend.
- [5] **Monitoring Site Visits** - In addition to its reporting requirements, SUBRECIPIENT may be subject to one or more site visits to be made by the CITY during the period of this Agreement at which time all documentation, files, and other material related to this Agreement and the operation of the activities described herein shall be made available for review and inspection by the CITY.
- [6] **Leverage** - In addition to its reporting requirements, SUBRECIPIENT is required to ensure that \$18,599,7432 in committed leveraged funds, as detailed in APPENDIX D are spent on the construction of the project. SUBRECIPIENT will be required to report on expended leverage funds in quarterly reports. SUBRECIPIENT will be required to submit source documentation and proof of leverage funding commitment expenditures.

II. PAYMENT

A. Reimbursement

- [1] The CITY shall pay to the SUBRECIPIENT funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with the approved budget attached hereto and made a part hereof in Appendix C and CITY policy concerning payments.

- [2] The CITY reserves the right, at its sole discretion, to holdback 2% of the total contract amount until the completion of the project. Completion of the project will be at the sole discretion of the CITY.
- [3] Payments shall be made for eligible expenses actually incurred by the SUBRECIPIENT. Eligible expenses are those considered reasonable and necessary costs, in accordance with the approved budget in APPENDIX C and are necessary to complete the project as determined by the CITY. All costs shall be reflected in the budget as described herein and attached hereto as Appendix C. Drawdowns for the payment of eligible expenses shall be made in accordance with performance against the line item budget specified in Appendix C described herein and attached hereto. All requests for reimbursement must include source documentation that verifies the expense of the requested reimbursement. Additionally, the City may require a visual inspection to verify purchase and/or installation of equipment.
- [4] Payments shall be made on a reimbursement basis only. Advance payments shall not be made, unless agreed to otherwise in writing by the CITY. In order to be considered for advance payment the SUBRECIPIENT shall submit a written request to the program manager that details the reason for the request and the amount of funding requested. The CITY in its sole discretion may determine whether to grant said advance payment.
- [5] Disbursements pursuant to this agreement made in advance rather than on the SUBRECIPIENT's behalf may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200. Per 2 CFR Part 200, an accounting system using either the cash or the accrual basis of generally accepted accounting principles that accurately reflects all costs chargeable (paid & unpaid) to the project should the project terminate the next day is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account as they were charged. The CITY reserves the right to review and approve SUBRECIPIENT'S accounting system and internal controls prior to the release of funds.
- [6] **Program Income** –The SUBRECIPIENT understands that funds paid under this Agreement are for the services and equipment specified in the Scope of Services and such services are not intended to result in the generation of Program Income as defined in 24 CFR 570.500(a). In the event that the SUBRECIPIENT generates Program Income as a result of funds paid under this Agreement, then the SUBRECIPIENT shall comply with all requirements set forth at 24 CFR 570.504. All program income derived from this Project as a result of funds paid under this Agreement and any program income generated after the expiration of this Agreement shall be turned over to the CITY within ten (10) days of receipt by the SUBRECIPIENT.
- [7] The SUBRECIPIENT shall refund to the CITY any payment or portions of payments which the CITY determines were not properly due to the SUBRECIPIENT under the terms of this Agreement.

- [8] The CITY reserves the right to liquidate funds available under this Agreement for costs incurred by the CITY on behalf of the SUBRECIPIENT.

III. SPECIAL CONDITIONS

A. Personnel

The SUBRECIPIENT shall hire its own personnel, but, in accordance with Section VIII of this Agreement, SUBRECIPIENT shall give full consideration to employment of residents of the city of Springfield and persons who are unemployed or underemployed in compliance with Federal Equal Opportunity provisions.

B. Beneficiaries

SUBRECIPIENT shall provide CITY with narrative reports concerning the ongoing progress of the project or activity assisted with funds through this Agreement in quarterly reports. The reports shall also include all HUD required data elements for program beneficiaries.

This requirement shall not, however, be construed to cause SUBRECIPIENT to divulge any information which would infringe SUBRECIPIENT - client relationships, or other rights of individual beneficiaries.

IV. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (Housing and Urban Development regulations concerning Community Development Block Grants-CDBG).

The SUBRECIPIENT shall comply with CDBG-NDR requirements, including those found in Disaster Relief Appropriation Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the Notice of Funding Availability for HUD's National Community Development Block Grant Resilience Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the CITY's CDBG-NDR NOFA Phase I and Phase II Applications.

SUBRECIPIENT also shall comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement. The SUBRECIPIENT shall utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain as "independent contractor" with respect to the services performed under this Agreement. Unless otherwise noted in the contract scope and budget as described herein and attached hereto as Appendices A and B, the CITY shall be exempt from payment of all Unemployment Compensation, FICA,

retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

C. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The SUBRECIPIENT shall require its design builder to obtain and maintain Comprehensive General Liability insurance with limits of at least \$1,000,000/\$2,000,000 (per occurrence/annual aggregate) and Comprehensive Automobile Liability coverage including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage, with limits of at least \$500,000/\$1,000,000 (per occurrence/annual aggregate). The CITY shall be named as an additional insured on the design builder's policies. SUBRECIPIENT shall provide the CITY with copies of such policies as they become available.

The SUBRECIPIENT shall require its design builder to execute and deliver to the SUBRECIPIENT payment and performance bonds in an amount equal to or exceeding the amount of the grant provided under this Agreement. The CITY shall be named as an additional Obligee under such bonds. SUBRECIPIENT shall provide the CITY with copies of such bonds as they become available.

The SUBRECIPIENT shall maintain its usual property and liability insurance.

A certification acknowledging said insurance shall be attached to this agreement hereto as APPENDIX G.

F. Acknowledgement of Funding Sources

SUBRECIPIENT shall credit the CITY, (acting by and through, the Office of Community Development and Disaster Recovery) and the Community Development Block Grant – National Disaster Resilience Program on all printed material that SUBRECIPIENT produces that discussed, describes, educates or otherwise informs the public about the program for which funding under this Sub-Recipient Agreement has been provided. All reports, maps, brochures and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall carry a notation on the front cover or a title page containing the following:

City of Springfield Office of Community Development

The preparation of this (report, brochure, map, etc.) was aided through Federal financial assistance from the Department of Housing & Urban Development under the provisions of Title I of the Housing & Community Development Act of 1974 as amended.

Likewise, SUBRECIPIENT shall assign credit to the CITY and the Community Development Block Grant – National Disaster Resilience Program in any representation to the media and/or the press when addressing information as to the program for which funding under this Subrecipient Agreement has been provided.

G. Amendments

The CITY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by all parties to this agreement in accordance with Article I(D)(2). Such amendments shall not invalidate this Agreement nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY reserves the right to propose amendments to this Agreement to conform with Federal, state or local government guidelines, policies and available funding amounts, or for other reasons.

Where an authorized amendment includes a change to the SUBRECIPIENT's compensation, the revised compensation figures shall be incorporated in any written amendments to Appendix B (Scope of Services) and Appendix C (Budget).

V. Suspension or Termination

A. Suspension or Termination for Cause. The CITY may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement, which includes, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders and HUD guidelines, policies or directives as may become available at any time;
2. Failure for any reason of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement
4. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

The CITY shall have the immediate right to suspend or terminate this Agreement for cause, in whole or in part, by giving written notice to the SUBRECIPIENT at its address, which the parties agree is as stated in Part I, Page 1. Such notice of suspension or termination shall be forwarded to the SUBRECIPIENT and shall specify the cause, period of suspension, or effective date of termination (that in no case shall be sooner than the date of receipt of said notice).

B. Suspension or Termination for Convenience. This Agreement may also be terminated for convenience by mutual written agreement of the CITY and the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date (provided the effective date is at least thirty (30) days before the effective date of such termination), and in the case of a partial termination, the portion to be terminated.

VI. Reversion of Assets

- A. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 C.F.R. Part 200 and 24 CFR 570.502, 570.503 and 570.504, as applicable, which include but are not limited to the following:
1. The SURECIPIENT shall transfer to the CITY any CDBG-NDR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 2. Real Property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until 5 years after expiration of this Agreement. If the subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the CITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the CITY. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
 3. In all cases in which equipment is acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensating the CITY an amount equal to the current fair market value of the equipment, less the percentage of non-CDBG funds used to acquire the equipment.

VII. ADMINISTRATIVE REQUIREMENTS

A. Uniform Administrative Requirements and Cost Principles

[1] The SUBRECIPIENT shall comply with the following additional requirements and standards for non-governmental subrecipients, including nonprofit and for-profit CBDOS, if so determined by the CITY:

- 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and 2 CFR 2400 as adopted by HUD.

B. Financial Management

- [1] **Accounting Standards** - The SUBRECIPIENT shall comply with 2 CFR Part 200 and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

- [2] **Cost Principles** - The SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 200, "Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

C. Documentation and Record-Keeping

- [1] **Records to be Maintained** - The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- [a] Records providing a full description of each activity undertaken;
- [b] Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- [c] Records required to determine the eligibility of activities;
- [d] Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- [e] Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- [f] Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200; and,
- [g] Other records necessary to document compliance with Subsection K of 24 CFR 570.

- [2] **Retention** - The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of seven (7) years after SUBRECIPIENT received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven (7) year period, then such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the seven (7) year period, whichever occurs later.

- [3] **Equipment and Property** - The SUBRECIPIENT shall maintain property inventory records that clearly identify any real property or personal property that has been acquired, improved or sold with funds provided under this Agreement. All real property, personal property and equipment retained by the SUBRECIPIENT at the expiration of this Agreement shall be used to meet one of the national objectives at § 570.208 until five years after expiration of this Agreement in accordance with the provisions 24 CFR 570.503 (b)(7)(i). A list of all such property shall be submitted annually by the SUBRECIPIENT to the CITY in accordance with 24 CFR 570.503 (b)(7)(i).

- [5] **Close-Outs** - The SUBRECIPIENT's obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the CITY) preparation of financial reports and determining the custodianship of records.

[6] Audits and Inspections

- [a] The SUBRECIPIENT shall, as applicable, have its financial records audited and financial reports prepared and attested to by a Certified Public Accountant in accordance with current CITY policy concerning SUBRECIPIENT audits and 2 CFR Part 200 and 2 CFR 2400 as adopted by HUD, which requires that all nonprofit organizations that expend in excess of \$500,000 in Federal funds during their fiscal year, shall submit an audited financial statement. Furthermore, SUBRECIPIENT shall comply with all applicable sections of 2 CFR Part 200 and 2 CFR 2400 as adopted by HUD, including the requirement that the SUBRECIPIENT provide the CITY with all financial and management audit letters with attached concerns and findings within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide. The CITY reserves the right to request a single or program-specified audit regardless of the Federal funding amount at the cost of the SUBRECIPIENT.
- [b] The CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records, agreements, invoices, materials, payrolls, personnel records, books, documents, papers, financial records or computer data maintained, kept, or used by SUBRECIPIENT which are related to this Agreement, for the purpose of making copies, audits, examinations, excerpts, and transcriptions. Such inspections may be made during normal business hours, and as often as the aforementioned governmental agencies deem necessary.
- [c] Failure of the SUBRECIPIENT to comply with the audit and/or inspection requirements herein shall constitute a violation of this Agreement and may result in the withholding of future payments.

D. Procurement

- [1] **Compliance.** For all procurement conducted by SUBRECIPIENT under this Agreement, the SUBRECIPIENT shall comply with all applicable current state, federal and local laws governing procurement, including but not limited to goods and services, architectural services and construction. SUBRECIPIENT shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.
- [2] **2 CFR Part 200.** The SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 "The Uniform Requirements for all Federal Awards" and 2 CFR Part 2400 as adopted by HUD
- [4] **Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms**
- [a] It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps shall be taken to assure that small minority businesses are

utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- [i] Including qualified small and minority businesses on solicitation lists.
 - [ii] Assuring that small and minority businesses are solicited whenever they are potential sources.
 - [iii] When economically feasible, dividing total requirements into smaller tasks or quantities as to permit maximum small and minority business participation.
 - [iv] Where the requirement permits, establishing delivery schedules which shall encourage participation by small and minority businesses.
 - [v] Using the services and assistance of the Small Business Administration, the Office of Minority Enterprise of the Department of Commerce and the Community Services Administration as required.
 - [vi] If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps [i] through [v] above.
- [b] SUBRECIPIENT shall take affirmative action steps as detailed in part [a] above in support of women's business enterprises.

[5] Selection Procedures

- [a] The SUBRECIPIENT shall submit all selection procedures for all procurement transactions funded in whole or in part through this Agreement. Said submission shall be submitted to the project monitor administering this contract on behalf of the CITY in writing for approval. The project monitor shall approve or deny said selection procedures within thirty (30) days of receipt of said procedures. The CITY reserves the right to withhold payment for procurement transactions commenced or completed without receiving prior approval from the CITY.

Regardless of whether by sealed bids or by negotiation and without regard to dollar value all selection procedures for procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with this Section. Procurement procedures shall not restrict or eliminate competition. Example of what is considered to be restrictive or competitive include but are not limited to:

- [i] placing unreasonable requirements on firms in order that they qualify to do business;
 - [ii] non-competitive practices between firms;
 - [iii] organizational conflicts of interest; and
 - [iv] unnecessary experience and bonding requirements.
- [b] The SUBRECIPIENT's submissions to the CITY for approval shall have written selection procedures which shall provide as a minimum, the following procedural requirements:
- [i] Solicitations of offers, whether by competitive sealed bids or sealed bids or competitive negotiation shall:
 - [ii] Incorporate a clear and accurate description of the technical requirements for the material, produce, or service to be procured. Such description shall not, in competitive

procurement contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the name brand which shall be met by offerors shall be clearly stated.

- [2] Clearly set forth all requirements which offerors shall fulfill and all other factors to be used in evaluating bids or proposals.
- [3] Awards shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial resources.
- [7] **Contract Pricing.** The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. SUBRECIPIENT shall perform some form of cost or price analysis in connection with every procurement action including contract modifications. All costs must be determined to be reasonable and necessary. Costs or prices based on estimated costs for contracts under grants shall be allowed only to the extent that costs incurred or cost estimates included in negotiated price are consistent with Federal cost principles.
- [8] **Procurement Records.** The SUBRECIPIENT shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price. SUBRECIPIENT will be required to document all procurement processes related to purchase of goods and services with Federal Funding in compliance 2 CFR Part 200. SUBRECIPIENT will be required to submit all documentation regarding purchase of goods and services with federal funding to the CITY.
- [9] **Debarred or Ineligible Contractors.** Described herein and attached hereto as APPENDIX I is a certification from the SUBRECIPIENT stating that neither the SUBRECIPIENT nor any subcontractor secured by the SUBRECIPIENT has been debarred, suspended or determined ineligible to engage in the activity necessary to perform the services of this contract. SUBRECIPIENT will be required to submit a listing of contractors/sub-contractors to the CITY for confirmation of federal debarment by the Officer of Disaster Recovery.
- [10] **Plans and Specifications.** SUBRECIPIENT is required to submit all architectural, design and scale drawings, specifications must be submitted to the CITY before the start of construction.

VIII. Other Program Requirements

- A. The Operating Agency shall carry out the activities funded through this Agreement in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the subrecipient does not assume the Department's environmental responsibilities or the responsibility for initiative the environmental review process under 24 CFR Part 52.
- B The SUBRECIPIENT shall comply with applicable state statutes, CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.
- C SUBRECIPIENT shall insert the provisions of this Paragraph in any subcontract arising from this Agreement.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

- [1] **Compliance** - The SUBRECIPIENT shall comply with all CITY and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 108 9of Title I of the Housing & Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities At of 1990, the Age Discrimination Act of 1975, Executive Orders 11063, 11628, 12432, 12892 and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.
- [2] **Non-Discrimination** - The SUBRECIPIENT shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- [3] **Land Covenants** - This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, shall take such measures as are necessary to enforce such covenants, and will not itself so discriminate.
- [4] **Section 504** - The SUBRECIPIENT shall comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) that prohibits discrimination against individuals with handicaps in any Federally assisted program.

B. Affirmative Action

- [1] The SUBRECIPIENT shall comply with Executive Order 11246 of September 24, 1966, as amended and to the extent applicable.
- [2] **Women- and Minority-Owned Businesses (W/MBE)** - The SUBRECIPIENT shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans and American Indians.

The SUBRECIPIENT may submit a Massachusetts State Office of Minority and Women Owned Business Assistance (SOMWBA) certification regarding their status as minority and female business enterprises in lieu of an independent investigation.

Should a subcontract be entered into pursuant to this agreement, the SUBRECIPIENT shall provide a written report documenting the W/MBE status of said subcontractors.

- [3] **Access to Records** - The SUBRECIPIENT shall furnish and cause each of its subrecipients or subcontractors to furnish all information and reports required hereunder and shall permit access to its books, records and accounts by the CITY, the United States Department of Housing & Urban Development or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- [4] **EEO/AA Statement** - The SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer. Pursuant to the requirements of 24 CFR 107.21, the SUBRECIPIENT shall take affirmative action to prevent discriminatory practices and shall take all action necessary and proper to prevent discrimination on the basis of age, race, color, religion, sex, physical handicap or national origin.
- [5] **Sub-Agreement Provisions** - The SUBRECIPIENT shall include the provisions of Section VIII (A) Civil Rights, and (B) Affirmative Action, in every subcontract or purchase order, specifically or by reference so that such provisions shall be binding upon each of its own subrecipients or subcontractors.

C. Employment Conditions & Restrictions

- [1] **Prohibited Activities** - The SUBRECIPIENT is prohibited, as is personnel employed by the SUBRECIPIENT in the administration of the program, from using funds provided herein for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.
- [2] **Labor Standards**

- [a] The SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- [b] All contractors engaged under Agreements in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing here under is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- [c] The SUBRECIPIENT represents and assures the CITY that it has or shall secure at its own expense all personnel required for the performance of all services under this Agreement. Such personnel or any persons receiving compensation from SUBRECIPIENT as a result of this Agreement shall not be employees nor former employees of the CITY who have resigned or terminated their employment within one year, nor shall such employees have any relationship contractual or otherwise with the CITY except for non-confidential secretarial employees, unless specified waivers are granted by the CITY's Mayor in writing. SUBRECIPIENT's personnel shall not be considered as employees of the CITY, and SUBRECIPIENT shall indemnify and save harmless the CITY from any claims, demands or actions brought by any of said employees against the CITY, and pay any judgments resulting from any such claims, demands or suits against CITY if related to the performance of this Agreement, or by reason of sickness, accident or illness, or for any other cause.
- [3] **"Section 3" Clause**
- [a] **Compliance** - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT shall comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area [City of Springfield, MA] and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area [City of Springfield, MA] in which the project is located."

The SUBRECIPIENT shall ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing within the metropolitan area [City of Springfield, MA] in which the project is located, and to low and very low income participants in other HUD programs; and award Agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area [City of Springfield, MA] in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with this requirements.

- [b] SubAgreements** - The SUBRECIPIENT shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that that the subcontractor is in violation of regulations issued by the CITY. The SUBRECIPIENT shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and shall not let any subcontractor unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

- [1] Assignability** - The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

[2] **SubAgreements**

- [a] **SubAgreement Monitoring** - The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written, quarterly reports the form for which shall be provided by the CITY, and supported with documented evidence of follow-up actions taken to correct areas of non-compliance.
- [b] **Content** - The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- [c] **Selection Process** – In accordance with Section VI(D) “Procurement”, the SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.
- [d] **Notification** – SUBRECIPIENT shall notify the CITY in writing of all contracts that it enters into for the performance of this Agreement. All contractors shall be appropriately qualified and reasonably acceptable to the CITY.
- [3] **Hatch Act** - No funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
- [4] **Conflict of Interest** –
- [a] The SUBRECIPIENT shall maintain a standard of conduct that complies with 2 C.F.R. Part 200, 24 C.F.R. § 570.611, and SUBRECIPIENT’s Procurement and Conflict of Interest Policy as approved by the CITY, which policy is attached hereto as Appendix J. Said standard of conduct shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
1. The employee, officer or agency;
 2. Any of his/her immediate family;
 3. His or her partner; or
 4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- [b] The SUBRECIPIENT shall abide by the provisions of 2 C.F.R. Part 200 and 24 C.F.R. § 570.611 with respect to conflict of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this

Agreement no persons having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. Furthermore, no officer, member or employee of the CITY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project during their tenure in office and for one year thereafter, shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they may be, directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof nor shall any members of Congress of the United States of America or members of any board, agency, commission, legislative assembly, or other officers of any political subdivision of the United States of America or of the Commonwealth of Massachusetts, during their tenure in office and for one year thereafter, be admitted to any share or part heretofore to any benefit to arise here from.

- [c] The SUBRECIPIENT and its individual board members shall not negotiate, seek or request or in any way solicit or accept any quid pro quo contribution, including in kind contributions, grants, gifts, aid, donations, assistance, or any kind of compensation in exchange for their endorsement, sanctioning or silence about issues presently pending before a Neighborhood Council, the City Council, any board, commission or other office of the City, state or federal government.
- [d] The SUBRECIPIENT and its individual board members shall disclose in writing to the Director of Community Development any interest in any project for which they are offering comment as part of a deliberative process of a Neighborhood Council, the City Council, any board, commission or other office of the City, state or federal government—no matter the basis of the interest—prior to offering official comment on the same.
- [e] The SUBRECIPIENT shall distribute copies of this conflict of interest subsection to all board members.
- [f] Nothing contained herein shall be deemed to prevent residents of the neighborhoods served by Community Development Block Grant activities, who are otherwise eligible to receive any benefits which may arise as the result of said activities, or of work created as a result of this Agreement by reason of such resident being either an elected or appointed member of a community board or a member of any other nonprofit organization that may have some responsibilities under this Agreement; provided, however, that the provisions of Chapter 268A, the Conflict of Interest Law of the Commonwealth of Massachusetts, is preserved.

[5] Lobbying - The SUBRECIPIENT hereby certifies that:

- [a] No Federal appropriate funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, of any Federal loan, the

entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;

- [b] If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY or member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c] It shall require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and Agreements under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- [d] Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1326, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- [e] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from SUBRECIPIENT shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the CITY officer, agent or employee and the detailed circumstances of the incident.

[6] **Copyright** - If this Agreement results in any copyrightable or patentable material or inventions, the CITY reserves the right to royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

[7] **Religious Organization** - Funds provided under this Agreement shall not be utilized by the SUBRECIPIENT for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

SUBRECIPIENT shall comply with environmental conditions described in this section, Acts, and all applicable standards, orders or regulations issued thereunder. Furthermore, SUBRECIPIENT agrees to insert the provisions of this section in any subcontract arising from this Agreement.

A. Environmental Review

Prior to any choice limiting action the CITY shall cause an environmental review to be performed and prepared to determine whether the project meets local, state and federal environmental regulations in accordance with 24 CFR Part 58. The review will determine whether the project meets local, state and federal environmental standards and a Release of Funds from HUD. No choice limiting action may be taken until the review has been performed and a Release of Funds has been issued by HUD. The parties agree that the provision of any funds to the project is conditioned on completion of the Environmental Review prior to choice limiting action being taken. The parties agree that the provision of any funds to the project is conditioned on the City of Springfield determination to proceed with, modify or cancel the project based on results of a subsequent environmental review.

B. Air and Water

The SUBRECIPIENT shall comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act of 1970 (42 U.S.C. 1857 at seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder), and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Lead-Based Paint

Any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 507.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

E. Historic Preservation

The SUBRECIPIENT shall comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (16 U.S.C. 470), P.L.89-665, the Archaeological and Historic Preservation Act of 1974, P.L. 93-291, Executive Order 11593 and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the

performance of this Agreement, thereby eliminating or minimizing any adverse effect on any district, site, building, structure or object listed on or nominated for, listing on the National Register of Historic Places, maintained by the National Park Service.

XI. DUPLICATION OF BENEFITS

Subrecipient agrees to disclose any payments of disaster related assistance received in relation to the June 1, 2011 tornado. Subrecipient agrees to execute an affidavit certifying funds received. This will include any payments from FEMA, SBA, Private Insurance, etc. Subrecipient agrees to execute a subrogation agreement as part of this agreement in Appendix M. Subrecipient agrees that it will ensure there are no Duplication of Benefits in accordance with the Robert T. Stafford Act and that any duplicative funds received after the signing of this Agreement may need to be paid back to the City of Springfield.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breached. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. VENUE AND EXCLUSIVE FORUM

The parties hereto expressly agree that the sole and exclusive place, status and forum of this Agreement shall be the City of Springfield, Hampden County, Massachusetts. It is the express intention of the parties to this Agreement that the exclusive venue of all legal actions and procedures of any nature whatsoever which relate in any way to this Agreement shall be solely and exclusively brought, heard, conducted, prosecuted, tried and determined within the City of Springfield, Hampden County, Massachusetts, in either the Superior Court Department of the Trial Court of the Commonwealth of Massachusetts sitting in the Hampden County Hall of Justice, Springfield, Massachusetts or the United States District Court sitting in Springfield, Massachusetts.

XIV. ENTIRE AGREEMENT

The parties hereto agree that the entire Agreement of the Parties is contained herein and that this agreement supersedes all oral agreements and negotiation between the parties relating to the subject matter thereto.

XV. SIGNATURES

SUBRECIPIENT shall designate an authorized representative for purposes of this Agreement. The execution of this Agreement by SUBRECIPIENT shall be deemed as evidence that the authorized representative has full power to bind the SUBRECIPIENT for any act performed having a relationship to this Agreement, and that such act or acts of the authorized representative are not limited by SUBRECIPIENT's charter and are authorized by SUBRECIPIENT's principals or charter.

IN WITNESS WHEREOF, the **CITY** and the **SUBRECIPIENT** have signed and sealed this Agreement as of the date first above written, the City of Springfield, Commonwealth of Massachusetts.

SUBRECIPIENT

By: *James W. Carlier*

Its: *Sr VP + CFO*

James W. Carlier 10/26/14

CITY OF SPRINGFIELD

By: *Kevin E. Kennedy*
Kevin E. Kennedy
Chief Development Officer

lll **Approved as to Appropriation:**
26451811 - 580800-64516 *\$3,000,000.00*
James D. [Signature] *10/26/14*
City Comptroller

Approved as to Form:

William J. Breach
Law Department *10/26/14*

Reviewed:

[Signature]
Chief Administrative and Financial Officer

APPROVED:

Domenic J. Sarno
Domenic J. Sarno
Mayor
Date Signed: *10/26/14*

Part II: Attachments

- APPENDIX A: Agreement between The City of Springfield & Baystate Health for CDBGN-NDR Competition executed October 27, 2015 ✓**
- APPENDIX B: Scope of Services**
- APPENDIX C: Budget ✓**
- APPENDIX D: Direct Leverage Commitment Letter ✓**
- APPENDIX E: Corporate Certification**
- APPENDIX F: Board Authorization to Execute Contract**
- APPENDIX G: Insurance Certificate**
- APPENDIX H: Internal Control Questionnaire ✓**
- APPENDIX I: Debarment Certificate on Letterhead ✓**
- APPENDIX J: Procurement and Conflict of Interest Policy ✓**
- APPENDIX K: Notarized Tax Certification Form**
- APPENDIX L: National Objective Compliance Certification ✓**
- APPENDIX M: Subrogation Agreement ✓**
- APPENDIX N: Lobbying Certification ✓**

(5)



RUSH

Contract 20160474

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Community Development			M.L.	10-23-15
Capital Assets			PG	10-26-15
City Comptroller	LLM	10/26/15	LLM	10/26/15
Law	EMT	10/26/15	EMT	10/26/15
Mayor	CA	10/26/15	CA	10/26/15
City Comptroller	LLM	10/26/15	LLM	10/26/15
Community Development				

Vendor No.: 8181 Contract No.: 20160474 Contract Date: 10/23/2015

Contract Amt.: \$0.00 Issue Date: 10/23/2015 Renewal Date:

Appropriation Code1:
 Appropriation Code2:
 Appropriation Code3:
 Appropriation Code4:

Description of Funding Source: CDBG- NDRC

Bid No.: Requisition No.: N/A PO No.:

Vendor Name: Baystate Medical Center

Contract Type: CDBG- NDRC

Contract Purpose: CDBG- NDRC Sub-Recipient Agreement

Originating Dept.: Community Development

Expiration Date: Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):
 New Renewal Amendment Extension

C#20160474

**AGREEMENT
BETWEEN THE CITY OF SPRINGFIELD
AND
BAYSTATE HEALTH, INC.
FOR
Community Development Block Grant National Disaster Resilience Competition
(CDBG-NDR)**

THIS AGREEMENT, entered this 27 day of October, 2015 by and between the City of Springfield (herein called the "Applicant") and Baystate Health, Inc. (as used herein, "Baystate" means Baystate Health, Inc. or Baystate Medical Center, Inc.).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage Baystate to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee will execute a second subrecipient agreement, as applicable, with Baystate, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to Baystate. The written agreement will conform with all CDBG-NDR requirements and shall require Baystate to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

II. SCOPE OF SERVICE

A. Activities

Baystate will be responsible for using \$5,000,000 in CDBG-NDR funds, and \$18,599,743 in private and state funding to carry out activities in a manner reasonably satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

Program/Project Delivery

Activity #1 Baystate will donate a minimum of ten (10) acres of land to the City of Springfield for use as public park land.

Activity #2 The City of Springfield will provide Baystate \$5,000,000 in CDBG-NDR funding for construction of a Combined Heat & Power Plant (CHP). The Combined Heat & Power Plant will provide electricity, chilled water and steam to Baystate. The Combined Heat & Power Plant will be composed of a new 4.6 megawatt Gas Turbine Generator, a Heat Recovery Generator, an absorption chiller, a Black State Diesel Generator and a Load Management System. This project will allow Baystate Medical Center to operate for a minimum of thirty (30) days uninterrupted during a utility crisis. The project will reduce annual utility costs by a minimum of \$1.45 million dollars and will provide an annual reduction of greenhouse gases by 13,513 tons.

Land donation is subject to approval by the Springfield Park Commission and the Springfield City Council

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II. The City will draw down the funds from HUD in two Action Plans.

Baystate agrees to implement the following:

Land Donation Schedule

Park Commission Votes to Accept Land Donation	1/16
City Council Vote to Accept Land Donation	2/16
Deed Executed and Recorded	3/16

Construction of Combined Heat & Power Plant

Notice to Proceed	2/15/16
Mobilize On-Site	4/15/16
New Building Constructed	10/1/16
Gas Compressor Arrival	10/15/16
Heat Recovery Steam Generator to site	12/15/16
Combustion Turbine Arrival	12/15/16
Absorption Chiller to Site	2/15/17
Major Electrical Equipment to Site	1/15/17
Black Start Generator to Site	11/7/17
First Synchronization of Gas Turbine	6/15/17
System Commission	6/30/17
Environmental Testing	9/15/17
Completion	12/15/17

C. Staffing

Baystate will provide all staffing associated with this project. All construction work will be competitively bid and contracted in accordance with State and Federal Procurement requirements.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The City of Springfield reserves the right to adjust proposed budget based upon award of funding from HUD, however, any amendments to the budget must be approved by both the Applicant/Grantee and Baystate.

Sources of Funds

Private Grant Funding:	\$15,809,743
State Funding:	\$2,790,000
CDBG-NDR Funding:	\$5,000,000
TOTAL SOURCES:	\$23,599,743

Uses of Funds

Mechanical Equipment	\$9,239,017
Electrical Equipment	\$2,773,723
Building Construction	\$2,021,248
Mechanical Contractor	\$3,000,000
Electrical Contractor	\$2,900,000
Engineering/CPT/Commissioning	\$2,632,007
Allowances	\$532,165
Insurances	\$101,583
Project Contingency	\$400,000
TOTAL USES:	\$23,599,743

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and Baystate shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee.

IV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

V. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VI. WAIVER

The Applicant's failure to act with respect to a breach by Baystate does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VII. ENTIRE AGREEMENT

This Agreement between Baystate and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. Any amendment to this Agreement must receive prior approval by HUD.

Date:


IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

PARTNER:


By: 
Baystate Health, Inc.
Title – President & CEO

CITY OF SPRINGFIELD:

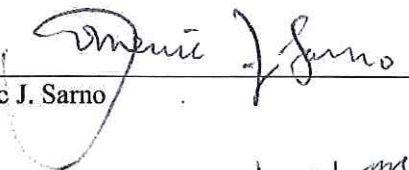
By: 
Capital Asset Management
By: 
Disaster Recovery & Compliance

 10/27/15
APPROVED AS TO APPROPRIATION: N/A
Comptroller

REVIEW:

Approved as to Form:
 10/27/15
Law Department

APPROVED:


Domenic J. Sarno
Mayor
Date Signed: 10/27/15

APPENDIX B – SCOPE OF SERVICES

The City has a goal to reduce its' overall energy use and carbon footprint over the next four years. The City realizes that reaching this goal is only possible by encouraging institutional resilience in its' businesses and especially in large anchor institutions. In order to further the City's goals and encourage participation from large anchor institutions, the City of Springfield will provide **Baystate Health, Inc. ("Baystate")**, with \$5,000,000 in CDBG-NDR funding for the construction of a Combined Heat and Power Plant (CHP). Baystate will also ensure that \$18,599,743 of committed leverage funds (See APPENDIX D) will be expended on the completion of the project. All funds will be utilized in a manner satisfactory to the City of Springfield and consistent with the regulations required as a condition of these funds. These funds will ensure that Baystate and the City of Springfield are more resilient in the face of future disasters.

The CHP Plant will provide electricity, chilled water and steam to Baystate. The Combined Heat and Power Plant will be composed of a new 4.6 megawatt Gas Turbine Generator, a Heat Recovery Generator, an absorption chiller, a 750kW Black-Start Diesel Generator and a Load Management System. The specifications of all equipment purchased and installed will comply with the proposal submitted to the City of Springfield, with the City of Springfield's Phase II NDRC Application and with the partnership agreement executed by the parties on October 27, 2015.

Baystate agrees that all funding will comply with applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act OF 1974 (42 USC 5302 et seq.), The CDBG Program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's Community Development Block Grant National Disaster Resilience Allocation and any subsequent published amendments (The CDBG-NDR NOFA), and the City of Springfield's CDBG-NDR NOFA Phase I and Phase II Applications.

Baystate Health has over 10,000 employees in the Springfield area and maintains the region's only Level 1 trauma center to care for the most seriously ill and injured patients. For over 130 years Baystate Health has operated as a not for profit healthcare provider and a keystone in the Western Massachusetts community. The installation of the CHP Plant will allow Baystate Medical Center to operate for a minimum of thirty (30) days uninterrupted during a utility crisis. The new CHP Plant will produce 80% of Baystate Health's annual energy consumption. The CHP Plant will produce 68% of the electricity and 97% of the steam utilized at Baystate. The project will reduce annual utility costs by a minimum of \$1.45 million dollars and will provide an annual reduction of greenhouse gases by 13,513 tons.

Baystate will furnish all staffing and labor related to the construction of the CHP Plant. Baystate will procure all goods and services in compliance with local, state and federal procurement requirements, including 2 CFR Part 200.

The City of Springfield will disburse all funding on a reimbursement basis in accordance with applicable local, state and federal regulations. The City of Springfield will monitor the project in accordance with

all local, state and federal regulations. Following completion of construction and installation, Baystate will finance, own and operate the CHP Plant.

The project will be completed in accordance with the following schedule:

Project Schedule

Notice to Proceed	October 24, 2016
Mobilize On-Site	October 24, 2016
New Building Constructed	Building/Siding/Roof - complete April 1, 2017
Gas Compressor Arrival	May 30, 2017
Absorption Chiller to Site	March 15, 2017
Major Electrical Equipment to Site	April 1, 2017
First Synchronization of Gas Turbine	October 15, 2017
System Commission	August to December, 2017
Environmental Testing	December 1 to December 15, 2017
Completion	January 2018

|

Any changes to the schedule must be approved by the City of Springfield in writing.

BUDGET FOR CONSTRUCTION OF BAYSTATE CO-GENERATION COMBINED HEAT AND POWER PLANT

Sources of Funds

Baystate Capital Funds:	\$10,709,743
CDBG-NDR Funds:	\$5,000,000
Massachusetts DOER Funds:	\$2,790,000
Eversource Utility Subsidy:	\$5,100,000
TOTAL SOURCES:	\$23,599,743

Uses of Funds

Mechanical Equipment:	\$9,239,017
Electrical Equipment:	\$2,773,723
Building Construction:	\$2,021,248
Mechanical Contractor:	\$3,000,000
Electrical Contractor:	\$2,900,000
Engineering/CPT/Commissioning:	\$2,632,007
Allowances:	\$532,165
Insurances:	\$101,583
Project Contingency:	\$400,000
TOTAL USES:	\$23,599,743

CDBG-NDR Funding Uses

Purchase of Gas Turbine:	\$4,800,000
Purchase of Blackstart Genset:	\$200,000
TOTAL CDBG-NDR Funding:	\$5,000,000

Baystate Health

Mark A. Keroack, MD, MPH
President & CEO

759 Chestnut Street, Springfield, MA 01199 baystatehealth.org
Tel: 413-794-5890 Fax: 413-787-5003

October 27, 2015

Mayor Domenic J. Sarno
36 Court Street
Springfield, MA 01103

Subject: NDRC Direct Leverage Commitment – Baystate Cogeneration Facility

Dear Mayor Sarno:

If the application of the City of Springfield for a National Disaster Resilience Competition (“NDRC”) grant application is successful, Baystate Health, Inc. or Baystate Medical Center, Inc. (together, “Baystate”) hereby commits to provide a contribution worth \$18,599,743 towards the construction of a co-generation facility on the Baystate Medical Center campus (the “Project”). We understand that the City has committed to a project, to be undertaken contemporaneously, to renovate the Van Horn Dam and to create a public park.

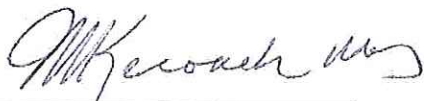
Baystate’s contribution is expected to be made up of the following:

- Massachusetts Department of Energy & Environmental Affairs Grant totaling \$2,790,000
- Eversource Utility Subsidy totaling \$5,100,000
- Baystate Project funding totaling \$10,709,743

Baystate agrees that its contribution must remain available through September 30, 2019.

We look forward to working with you on the development of the Project as part of the City’s Resilience Program.

Sincerely,



Baystate Health, Inc.
By: Mark A. Keroack, MD, MPH
Its: President & CEO

CHART A – Contract Approval/Execution Authority and Total Contract Value Limits for Budgeted and Unbudgeted Contracts

Any individual approving or executing a Contract on behalf of BH or an Affiliate in accordance with Chart A, below, has authority to approve and execute Contracts in accordance with this policy only within the scope of his or her office or responsibility for BH or any Affiliate (e.g., a Manager, Director, or Vice President has responsibility for only the programs, services, or departments that he or she manages, directs, or supervises).

CONTRACT APPROVAL/EXECUTION AUTHORITY	TOTAL CONTRACT VALUE FOR BUDGETED CONTRACTS	TOTAL CONTRACT VALUE FOR UNBUDGETED CONTRACTS
Managers/BH or Affiliate	up to \$10,000	NOT AUTHORIZED
Directors/BH or Affiliate	up to \$50,000	NOT AUTHORIZED
Vice Presidents/BH or Affiliate, and BMC Medical Staff Department Chairs/BMC	up to \$250,000	NOT AUTHORIZED
Director, Facilities Planning & Engineering/BH, with respect to BH and all Affiliates, and BMP Department Chairs and BMP Chief Medical Officers, with respect to BMP	up to \$500,000	NOT AUTHORIZED
Director, Supply Chain/BH, and Assistant Director, Materials and Procurement/BH, each individually, with respect to BH and all Affiliates	up to \$1,000,000	NOT AUTHORIZED
Vice President & Chief Information Officer, Information and Technology/BH, and Vice President, Clinical, Facilities and Guest Services/BH, each individually, with respect to BH and all Affiliates	up to \$1,000,000	NOT AUTHORIZED
Business Unit Leadership ¹	up to \$1,000,000	up to \$250,000
Vice President, Finance, Support Services/BH, with respect to BH and all Affiliates	up to \$5,000,000	NOT AUTHORIZED

¹ See Chart B, below.

Chief Quality Officer & Senior Vice President for Quality and Population Health/BH, Chief Physician Executive/BH and President/BMP, and Vice President of Finance, Hospital Operations and Supply Chain/BH, and Senior Vice President, Hospital Operations/ BH and President/BMC, each individually, with respect to BH and those Affiliates identified for each such individual, respectively, in Chart B below	up to \$5,000,000	up to \$500,000
Senior Vice President, Chief Financial Officer and Treasurer/BH and President and Chief Executive Officer/BH, each individually, with respect to BH and all Affiliates	No dollar amount limit	up to \$1,000,000
BH Finance Committee	N/A	greater than \$1,000,000 and up to \$3,000,000
BH Finance Committee and the BH Board of Trustees, and, if an Affiliate is a party to the Contract, approval by the governing body of such Affiliate prior to approval by the BH Board of Trustees	N/A	greater than \$3,000,000
For Employee Benefits Contracts: 1) Director of Benefits/BH, with respect to BH and all Affiliates 2) Vice President of Human Resources Operations and Total Rewards/BH, with respect to BH and all Affiliates 3) Senior Vice President, Human Resources/BH, with respect to BH and all Affiliates	For Employee Benefits Contracts: 1) up to \$250,000 2) up to \$1 million 3) up to \$2 million	1) N/A 2) N/A 3) N/A



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 042105941

[Request certificate](#)

[New search](#)

Summary for: **BAYSTATE HEALTH, INC.**

The exact name of the Nonprofit Corporation: BAYSTATE HEALTH, INC.			
The name was changed from: BAYSTATE HEALTH SYSTEM, INC. on 08-01-2005 The name was changed from: BAYSTATE HEALTH SYSTEMS, INC. on 05-13-1997 The name was changed from: BAYSTATE MEDICAL CENTER, INC. on 06-01-1983 The name was changed from: MEDICAL CENTER OF WESTERN MASSACHUSETTS on 04-01-1976 The name was changed from: SPRINGFIELD HOSPITAL MEDICAL CENTER on 09-30-1974 The name was changed from: THE SPRINGFIELD HOSPITAL on 01-09-1969			
Merged with BAYSTATE HEALTH SYSTEM HEALTH SERVICES, INC. on 01-01-2004			
Entity type: Nonprofit Corporation			
Identification Number: 042105941			
Date of Organization in Massachusetts: 12-24-1883			
Last date certain:			
Current Fiscal Month/Day: /		Previous Fiscal Month/Day: 9 /30	
The location of the Principal Office in Massachusetts:			
Address: 759 CHESTNUT ST.			
City or town, State, Zip code, SPRINGFIELD, MA 01199 USA			
Country:			
The name and address of the Resident Agent:			
Name:			
Address:			
City or town, State, Zip code,			
Country:			
The Officers and Directors of the Corporation:			
Title	Individual Name	Address	Term expires
PRESIDENT	MARK ALVIN KEROACK MD	49 DEVONSHIRE TERRACE EAST LONGMEADOW, MA 01028 USA	EX-OFFICIO

TREASURER	DENNIS W. CHALKE	80 JONQUIL DRIVE LONGMEADOW, MA 01199 USA	APPOINTED BY BOARD
ASSISTANT CLERK	MADELINE TORRES	157 SYCAMORE STREET HOLYOKE, MA 01040 USA	ANNUALLY
CLERK	KRISTIN R. DELANEY	226 UPPER ROAD DEERFIELD, MA 01342 USA	ANNUALLY
DIRECTOR	GRACE P. MAKARI-JUDSON MD	1133 HILL STREET SUFFIELD,, CT 06076 USA	2017
DIRECTOR	STEVEN M. MITUS	9 WATERFORD DRIVE WESTFIELD, MA 01085 USA	2016
DIRECTOR	JAMES R. PHANEUF	223 MUNSELL STREET BELCHERTOWN, MA 01007 USA	2023
DIRECTOR	HARRIET A. DEVERRY	P.O. BOX 201 SOUTHWIC, MA 01077 USA	2023
DIRECTOR	KEVIN P. MORIARTY MD	682 SPRINGFIELD ROAD SOMERS, CT 06071 USA	2023
DIRECTOR	EDWARD J. NOONAN	563 RIDGE ROAD WILBRAHAM, MA 01095 USA	2023
DIRECTOR	HECTOR F. TOLEDO	20 LAURELWOOD LANE SPRINGFIELD, MA 01118 USA	2023
DIRECTOR	JOHN F. MAYBURY	215 PROSPECT STREET EAST LONGMEADOW, MA 01028 USA	2019
DIRECTOR	ADRIAN J. LEVSKY	215 PENDLETON LANE LONGMEADOW, MA 01106 USA	2024
DIRECTOR	ROBERT L PURA PHD	138 HIGHLAND AVENUE GREENFIELD, MA 01301 USA	2021
DIRECTOR	VICTOR WOOLRIDGE	146 LONGHILL STREET SPRINGFIELD, MA 01108 USA	2017
DIRECTOR	JOHN H. DAVIS	101 WOODSLEY ROAD LONGMEADOW, MA 01106 USA	2020
DIRECTOR	ROBERT J. BACON	20 HAWTHORNE TERRACE FLORENCE, MA 01062 USA	2023
DIRECTOR	PAUL R. MURPHY	46 CLOVERDALE STREET FLORENCE, MA 01062 USA	2023
DIRECTOR	JOHN A. EGELHOFER MD	P.O. BOX 2124 LENOX, MA 01240 USA	2018
DIRECTOR	ANNE M. PARADIS	72 RESERVATION ROAD SUNDERLAND, MA 01375 USA	2019
DIRECTOR	JAMES P. SADOWSKY	7 PENDLETON LANE LONGMEADOW, MA 01106 USA	2017
DIRECTOR	GREGORY L. BRADEN MD	68 PENDLETON LANE LONGMEADOW, MA 01106 USA	2021
DIRECTOR	DAVID C. SOUTHWORTH	47 COLONY ROAD SPRINGFIELD, MA 01106 USA	2016
DIRECTOR	KATHLEEN B. SCOBLE	ONE SOUTH PARADISE LANE	2022



**Customarq Series
Hospitals Insurance Program**



**PREMIER INSURANCE
MANAGEMENT SERVICES, INC.**

Premium Bill

Policy Period OCTOBER 1, 2015 TO OCTOBER 1, 2016
Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS
Insured BAYSTATE HEALTH, INC.

Name of Company VIGILANT INSURANCE COMPANY

Date Issued AUGUST 9, 2016

Portion of total premium attributable for terrorism and statutory standard fire where applicable
is \$ 93.00

PLEASE SEND PAYMENT TO AGENT OR BROKER.
BUILDERS RISK COVERAGE IS ADDED TO LOCATION
759 CHESTNUT ST, SPRINGFIELD, MA

<u><i>Date Payment Due</i></u>	<u><i>Additional Premium</i></u>
JULY 25, 2016	\$ 4,650.00
TOTAL	\$ 4,650.00

WHEN SENDING PAYMENT, PLEASE INDICATE POLICY NUMBER ON YOUR CHECK.
NOTE: PLEASE RETURN THIS BILL WITH PAYMENT AND INCLUDE ANY ADDITIONAL CHANGES.

IF THIS ENDORSEMENT HAD BEEN IN EFFECT FOR A FULL YEAR
THE RETURN OR ADDITIONAL PREMIUM WOULD HAVE BEEN: \$ 25,000

Producer:
AMWINS BROKERAGE OF CAROLINAS (PREMIER INS PROG)
P.O. BOX 221229
CHARLOTTE, NC 28222-1229



Property Insurance

Schedule of Forms

Policy Period OCTOBER 1, 2015 TO OCTOBER 1, 2016
Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS
Insured BAYSTATE HEALTH, INC.

Name of Company VIGILANT INSURANCE COMPANY

Date Issued AUGUST 10, 2016

The following is a schedule of forms issued as of the date shown above:

Form Number	Edition Date	Form Name	Effective Date	Date Issued
80-02-0280	7-03	SCHEDULE OF MORTGAGEES/LOSS PAYEES	10/01/15	09/23/15
80-02-0005	7-03	PROPERTY DECLARATIONS	10/01/15	09/23/15
80-02-0131	1-15	PREMIER HOSPITAL - SUPPLEMENTARY DEC-PROPERTY	10/01/15	09/23/15
80-02-0132	8-04	PREMIER HOSPITAL-SUPPLEMENTARY DEC - BI	10/01/15	09/23/15
80-02-0320	1-15	SUPP DEC-IMPAIRMENT OF COMP SVCS PREMIER HOSP	10/01/15	09/23/15
80-02-1000	6-05	BUILDING AND PERSONAL PROPERTY	10/01/15	09/23/15
80-02-1004	7-03	BUSINESS INCOME WITH EXTRA EXPENSE	10/01/15	09/23/15
80-02-1017	7-03	ELECTRONIC DATA PROCESSING PROPERTY	10/01/15	09/23/15
80-02-1018	7-03	EXTRA EXPENSE	10/01/15	09/23/15
80-02-1048	7-03	ACCTS REC, FINE ARTS, MONEY & SEC, VAL PAPERS	10/01/15	09/23/15
80-02-1095	7-03	IMPAIRMENT OF COMPUTER SERVICES-MALICIOUS PGM	10/01/15	09/23/15
80-02-1097	6-05	PROPERTY/BI CONDITIONS & DEFINITIONS	10/01/15	09/23/15
80-02-1098	10-04	BUILDERS' RISK	10/01/15	09/23/15
80-02-1316	1-15	AMMONIA CONTAMINATION COVERAGE EXTENSION	10/01/15	09/23/15
80-02-1341	7-03	BI ORDINARY PAYROLL LIMITATION OR EXCLU	10/01/15	09/23/15
80-02-1342	4-94	DEDUCTIBLE/TIME ELEMENT PROVISIONS ENDT	10/01/15	09/23/15
80-02-1342	4-94	ADD LOSS PAYEE TO AOL	10/01/15	12/15/15
80-02-1342	4-94	HAZARDOUS SUBSTANCES BOILER/MACHINERY PERILS	10/01/15	09/23/15
80-02-1342	4-94	PROPERTY RATE AGREEMENT	10/01/15	09/23/15
80-02-1342	4-94	PREMIER HOSPITAL ADDITIONAL PERIL EARTHQUAKE	03/31/16	04/28/16
80-02-1342	4-94	PREMIER HOSPITAL ADDITIONAL PERIL FLOOD	03/31/16	04/28/16
80-02-1345	7-03	OFF PREMISES OVERHEAD UTILITY EQUIPMENT	10/01/15	09/23/15
80-02-1349	8-04	RESEARCH ANIMALS COVERAGE	10/01/15	09/23/15
80-02-1382	7-03	ADDITIONAL COVERAGE - PAVED SURFACES	10/01/15	09/23/15
80-02-1408	7-03	NAMED INSURED	10/01/15	09/23/15
80-02-1625	8-04	PREMIER HOSPITAL-AOL BLDG & PP(INC.HHC EQUIP)	10/01/15	09/23/15
80-02-1628	8-04	PREMIER HOSPITAL-UNINTENTIONAL ERRORS OR OMIS	10/01/15	09/23/15
80-02-1632	8-04	PREMIER HOSPITAL NUCLEAR FACILITY COVERAGE	10/01/15	09/23/15
80-02-1634	7-03	LIMITS OF INS. - LOSS LIMIT OF INS.	10/01/15	09/23/15
80-02-1644	5-04	ELECTRONIC DATA AND PERIL CHANGES	10/01/15	09/23/15
80-02-1658	1-15	CAP ON CERT. TERRORISM LOSSES (ALL PREMISES)	10/01/15	09/23/15
80-02-5142	8-04	PREMIER HOSPITAL-EXTRA EXP.DEFINITION AMENDED	10/01/15	09/23/15
80-02-5147	10-04	BUILDERS' RISK - AMENDED PROVISIONS	10/01/15	09/23/15
80-02-5148	1-11	BUILDERS' RISK - RENTAL INCOME AND SOFT COSTS	10/01/15	09/23/15

continued

Schedule of Forms
(continued)

80-02-5157	10-04	BUILDERS' RISK - BI WITH EE EXCLUDED	10/01/15	09/23/15
80-02-5237	11-07	CONDEMNATION OF UNDAMAGED PERSONAL PROPERTY	10/01/15	09/23/15
80-02-5238	11-07	MANDATED DECONTAMINATION EXPENSE	10/01/15	09/23/15
80-02-5239	11-07	EMERGENCY PATIENT EVACUATION EXPENSE	10/01/15	09/23/15
80-02-5241	11-07	COMMUNICABLE DISEASE CONTAMINATION	10/01/15	09/23/15
80-02-5250	6-08	ORD OR LAW & EXISTING GREEN STANDARDS LPB	10/01/15	09/23/15
80-02-5310	1-14	MECH. OR ELECT. SYSTEM OR APPARATUS DEF AMEND	10/01/15	09/23/15
80-02-5355	1-15	SPECIAL WAITING PERIOD PROVISION ADDED	10/01/15	09/23/15
80-02-5357	1-15	ADDITIONAL COVG ADDED - PROHIBITION OF ACCESS	10/01/15	09/23/15
80-02-5653	3-09	MASSACHUSETTS MANDATORY - APPRAISAL	10/01/15	09/23/15
80-02-5654	4-09	MA - TENANT RELOCATION EXPENSES	10/01/15	09/23/15
80-02-5660	8-09	MA MAND-CERT OF MUNICIPAL LIENS/COMP BLDG	10/01/15	09/23/15
99-10-0858	4-06	IMPORTANT NOTICE - MASSACHUSETTS FUNGUS/MOLD	10/01/15	09/23/15

last page



Property Insurance



PREMIER INSURANCE
MANAGEMENT SERVICES, INC.

Declarations

Named Insured and Mailing Address

BAYSTATE HEALTH, INC.
C/O LYNN TENEROWICZ
280 CHESNUT STREET, 3RD FLOOR
SPRINGFIELD, MA 01199

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059

Policy Number 3576-78-56 BOS

Effective Date JULY 25, 2016

Issued by the stock insurance company indicated below, herein called the company.

**VIGILANT
INSURANCE COMPANY**

Producer No. 0032725

*Incorporated under the laws of
NEW YORK*

Producer AMWINS BROKERAGE OF CAROLINAS (PREMIER INS PROG)
4725 PIEDMONT ROWDR S600
CHARLOTTE, NC 28210-1525

Policy Period

From: OCTOBER 1, 2015 To: OCTOBER 1, 2016
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Deductible \$ 50,000

The deductible shown above applies to all coverages, except Business Income and Extra Expense, and all premises shown in this and all other property declarations, unless a specific deductible is shown following a coverage.

Loss Limit Of Insurance \$ 1,000,000,000

(REFER TO LOSS LIMIT OF INSURANCE ENDORSEMENT)

The following displays the coverages provided at the premises stated below:

Premises Coverages

Premises Coverages - Blanket Limits

BLANKET LIMIT OF INSURANCE	\$ 1,000,000,000
WAITING PERIOD	24 HOURS
EXTENDED PERIOD NUMBER OF DAYS	365



Premises Coverages
(continued)

COVERAGES

BUILDING

PERSONAL PROPERTY

BUSINESS INCOME WITH EXTRA EXPENSE

EDP PROPERTY

- PREMISES #1** 2 MEDICAL CENTER DR
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN
- PREMISES #2** 50 MAPLE ST
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN
- PREMISES #3** 280 CHESTNUT ST
280 CHESTNUT ST PARKING GARAGE
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN
- PREMISES #4** 95 SARGENT ST
BELCHERTOWN, MASSACHUSETTS 01007
COUNTY OF HAMPSHIRE
- PREMISES #5** 164 HIGH ST BLDG # 1
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN
- PREMISES #6** 48 SANDERSON ST
51 & 59 SANDERSON ST
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN
- PREMISES #7** 298 CAREW ST
300 CAREW ST
SPRINGFIELD, MASSACHUSETTS 01104
COUNTY OF HAMPDEN
- PREMISES #8** 85 SOUTH ST
WARE, MASSACHUSETTS 01082
COUNTY OF HAMPSHIRE
- PREMISES #9** WALTER ST
SPRINGFIELD, MASSACHUSETTS 01101
COUNTY OF HAMPDEN
- PREMISES #10** 57 BEACON ST
GREENFIELD, MASSACHUSETTS 01302
COUNTY OF FRANKLIN
- PREMISES #11** 361 WHITNEY AVE
HOLYOKE, MASSACHUSETTS 01040
COUNTY OF HAMPDEN



Property Insurance

Declarations

Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS

Premises Coverages (continued)

PREMISES #12 2377 BOSTON RD
 WILBRAHAM, MASSACHUSETTS 01095
 COUNTY OF HAMPDEN

PREMISES #13 354 BIRNIE AVE
 360 BIRNIE AVE
 SPRINGFIELD, MASSACHUSETTS 01107
 COUNTY OF HAMPDEN

PREMISES #14 380 PLAINFIELD ST
 SPRINGFIELD, MASSACHUSETTS 01107
 COUNTY OF HAMPDEN

PREMISES #15 211 CARANDO DR
 SPRINGFIELD, MASSACHUSETTS 01104
 COUNTY OF HAMPDEN

PREMISES #16 11 WILBRAHAM RD
 SPRINGFIELD, MASSACHUSETTS 01109
 COUNTY OF HAMPDEN

PREMISES #17 3400 & 3455 MAIN ST
 SPRINGFIELD, MASSACHUSETTS 01199
 COUNTY OF HAMPDEN

PREMISES #18 140 HIGH ST
 SPRINGFIELD, MASSACHUSETTS 01199
 COUNTY OF HAMPDEN

PREMISES #19 1 MONARCH PL
 SPRINGFIELD, MASSACHUSETTS 01102
 COUNTY OF HAMPDEN

PREMISES #20 687-689 CHESTNUT ST
 SPRINGFIELD, MASSACHUSETTS 01107
 COUNTY OF HAMPDEN

PREMISES #21 3601 MAIN ST
 SPRINGFIELD, MASSACHUSETTS 01199
 COUNTY OF HAMPDEN

PREMISES #22 3500 MAIN ST
 SPRINGFIELD, MASSACHUSETTS 01107
 COUNTY OF HAMPDEN



Premises Coverages
(continued)

PREMISES #23 1550 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01103
COUNTY OF HAMPDEN

PREMISES #24 50 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #25 759 CHESTNUT ST BLDG # 1
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #26 3300 MAIN ST
3350 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #27 100 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #28 325B KING ST
NORTHAMPTON, MASSACHUSETTS 01060
COUNTY OF HAMPSHIRE

PREMISES #29 40 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #30 2344 BOSTON RD
WILBRAHAM, MASSACHUSETTS 01095
COUNTY OF HAMPDEN

PREMISES #31 34 HUBBARD ST
LUDLOW, MASSACHUSETTS 01056
COUNTY OF HAMPDEN

PREMISES #32 1743 N MAIN ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #33 34 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #34 16 FLETCHER ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #35 103 FAIRVIEW ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #36 2 MAIN ST
MONSON, MASSACHUSETTS 01057
COUNTY OF HAMPDEN



Property Insurance

Declarations

Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS

Premises Coverages (continued)

PREMISES #37 20 DANIEL SHAYS HWY
 BELCHERTOWN, MASSACHUSETTS 01007
 COUNTY OF HAMPSHIRE

PREMISES #38 470 GRANBY RD
 SOUTH HADLEY, MASSACHUSETTS 01075
 COUNTY OF HAMPSHIRE

PREMISES #39 294 N MAIN ST
 EAST LONGMEADOW, MASSACHUSETTS 01028
 COUNTY OF HAMPDEN

PREMISES #40 1350 MAIN ST
 SPRINGFIELD, MASSACHUSETTS 01103
 COUNTY OF HAMPDEN

PREMISES #42 780 CHESTNUT ST
 SPRINGFIELD, MASSACHUSETTS 01107
 COUNTY OF HAMPDEN

PREMISES #43 8 BURNHAM ST
 TURNERS FALLS, MASSACHUSETTS 01376
 COUNTY OF FRANKLIN

PREMISES #44 39-55 PRATT ST
 SPRINGFIELD, MASSACHUSETTS 01107
 COUNTY OF HAMPDEN

PREMISES #45 241-259 MARVIN ST
 SPRINGFIELD, MASSACHUSETTS 01107
 COUNTY OF HAMPDEN

PREMISES #46 57 UNION ST
 WESTFIELD, MASSACHUSETTS 01085
 COUNTY OF HAMPDEN

PREMISES #47 115 W SILVER ST
 WESTFIELD, MASSACHUSETTS 01085
 COUNTY OF HAMPDEN

PREMISES #48 800 COLLEGE HWY
 SOUTHWICK, MASSACHUSETTS 01077
 COUNTY OF HAMPDEN



Premises Coverages
(continued)

BLANKET LIMIT OF INSURANCE \$ 15,000,000

COVERAGES

ACCOUNTS RECEIVABLE

- PREMISES #1** 2 MEDICAL CENTER DR
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN
- PREMISES #2** 50 MAPLE ST
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN
- PREMISES #3** 280 CHESTNUT ST
280 CHESTNUT ST PARKING GARAGE
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN
- PREMISES #4** 95 SARGENT ST
BELCHERTOWN, MASSACHUSETTS 01007
COUNTY OF HAMPSHIRE
- PREMISES #5** 164 HIGH ST BLDG # 1
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN
- PREMISES #6** 48 SANDERSON ST
51 & 59 SANDERSON ST
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN
- PREMISES #7** 298 CAREW ST
300 CAREW ST
SPRINGFIELD, MASSACHUSETTS 01104
COUNTY OF HAMPDEN
- PREMISES #8** 85 SOUTH ST
WARE, MASSACHUSETTS 01082
COUNTY OF HAMPSHIRE
- PREMISES #9** WALTER ST
SPRINGFIELD, MASSACHUSETTS 01101
COUNTY OF HAMPDEN
- PREMISES #10** 57 BEACON ST
GREENFIELD, MASSACHUSETTS 01302
COUNTY OF FRANKLIN
- PREMISES #11** 361 WHITNEY AVE
HOLYOKE, MASSACHUSETTS 01040
COUNTY OF HAMPDEN
- PREMISES #12** 2377 BOSTON RD
WILBRAHAM, MASSACHUSETTS 01095
COUNTY OF HAMPDEN



Property Insurance

Declarations

Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS

Premises Coverages (continued)

PREMISES #13 354 BIRNIE AVE
360 BIRNIE AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #14 380 PLAINFIELD ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #15 211 CARANDO DR
SPRINGFIELD, MASSACHUSETTS 01104
COUNTY OF HAMPDEN

PREMISES #16 11 WILBRAHAM RD
SPRINGFIELD, MASSACHUSETTS 01109
COUNTY OF HAMPDEN

PREMISES #17 3400 & 3455 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #18 140 HIGH ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #19 1 MONARCH PL
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN

PREMISES #20 687-689 CHESTNUT ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #21 3601 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #22 3500 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #23 1550 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01103
COUNTY OF HAMPDEN



Premises Coverages
(continued)

PREMISES #24 50 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #25 759 CHESTNUT ST BLDG # 1
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #26 3300 MAIN ST
3350 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #27 100 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #28 325B KING ST
NORTHAMPTON, MASSACHUSETTS 01060
COUNTY OF HAMPSHIRE

PREMISES #29 40 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #30 2344 BOSTON RD
WILBRAHAM, MASSACHUSETTS 01095
COUNTY OF HAMPDEN

PREMISES #31 34 HUBBARD ST
LUDLOW, MASSACHUSETTS 01056
COUNTY OF HAMPDEN

PREMISES #32 1743 N MAIN ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #33 34 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #34 16 FLETCHER ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #35 103 FAIRVIEW ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #36 2 MAIN ST
MONSON, MASSACHUSETTS 01057
COUNTY OF HAMPDEN

PREMISES #37 20 DANIEL SHAYS HWY
BELCHERTOWN, MASSACHUSETTS 01007
COUNTY OF HAMPSHIRE



Property Insurance

Declarations

Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS

Premises Coverages (continued)

PREMISES #38 470 GRANBY RD
SOUTH HADLEY, MASSACHUSETTS 01075
COUNTY OF HAMPSHIRE

PREMISES #39 294 N MAIN ST
EAST LONGMEADOW, MASSACHUSETTS 01028
COUNTY OF HAMPDEN

PREMISES #40 1350 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01103
COUNTY OF HAMPDEN

PREMISES #42 780 CHESTNUT ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #43 8 BURNHAM ST
TURNERS FALLS, MASSACHUSETTS 01376
COUNTY OF FRANKLIN

PREMISES #44 39-55 PRATT ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #45 241-259 MARVIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #46 57 UNION ST
WESTFIELD, MASSACHUSETTS 01085
COUNTY OF HAMPDEN

PREMISES #47 115 W SILVER ST
WESTFIELD, MASSACHUSETTS 01085
COUNTY OF HAMPDEN

PREMISES #48 800 COLLEGE HWY
SOUTHWICK, MASSACHUSETTS 01077
COUNTY OF HAMPDEN

BLANKET LIMIT OF INSURANCE

\$ 15,000,000

COVERAGES

VALUABLE PAPERS



Premises Coverages
(continued)

- PREMISES #1** 2 MEDICAL CENTER DR
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN
- PREMISES #2** 50 MAPLE ST
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN
- PREMISES #3** 280 CHESTNUT ST
280 CHESTNUT ST PARKING GARAGE
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN
- PREMISES #4** 95 SARGENT ST
BELCHERTOWN, MASSACHUSETTS 01007
COUNTY OF HAMPSHIRE
- PREMISES #5** 164 HIGH ST BLDG # 1
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN
- PREMISES #6** 48 SANDERSON ST
51 & 59 SANDERSON ST
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN
- PREMISES #7** 298 CAREW ST
300 CAREW ST
SPRINGFIELD, MASSACHUSETTS 01104
COUNTY OF HAMPDEN
- PREMISES #8** 85 SOUTH ST
WARE, MASSACHUSETTS 01082
COUNTY OF HAMPSHIRE
- PREMISES #9** WALTER ST
SPRINGFIELD, MASSACHUSETTS 01101
COUNTY OF HAMPDEN
- PREMISES #10** 57 BEACON ST
GREENFIELD, MASSACHUSETTS 01302
COUNTY OF FRANKLIN
- PREMISES #11** 361 WHITNEY AVE
HOLYOKE, MASSACHUSETTS 01040
COUNTY OF HAMPDEN
- PREMISES #12** 2377 BOSTON RD
WILBRAHAM, MASSACHUSETTS 01095
COUNTY OF HAMPDEN
- PREMISES #13** 354 BIRNIE AVE
360 BIRNIE AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN



Property Insurance

Declarations

Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS

Premises Coverages (continued)

PREMISES #14 380 PLAINFIELD ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #15 211 CARANDO DR
SPRINGFIELD, MASSACHUSETTS 01104
COUNTY OF HAMPDEN

PREMISES #16 11 WILBRAHAM RD
SPRINGFIELD, MASSACHUSETTS 01109
COUNTY OF HAMPDEN

PREMISES #17 3400 & 3455 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #18 140 HIGH ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #19 1 MONARCH PL
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN

PREMISES #20 687-689 CHESTNUT ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #21 3601 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #22 3500 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #23 1550 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01103
COUNTY OF HAMPDEN

PREMISES #24 50 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN



Premises Coverages
(continued)

PREMISES #25 759 CHESTNUT ST BLDG # 1
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #26 3300 MAIN ST
3350 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #27 100 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #28 325B KING ST
NORTHAMPTON, MASSACHUSETTS 01060
COUNTY OF HAMPSHIRE

PREMISES #29 40 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #30 2344 BOSTON RD
WILBRAHAM, MASSACHUSETTS 01095
COUNTY OF HAMPDEN

PREMISES #31 34 HUBBARD ST
LUDLOW, MASSACHUSETTS 01056
COUNTY OF HAMPDEN

PREMISES #32 1743 N MAIN ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #33 34 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #34 16 FLETCHER ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #35 103 FAIRVIEW ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #36 2 MAIN ST
MONSON, MASSACHUSETTS 01057
COUNTY OF HAMPDEN

PREMISES #37 20 DANIEL SHAYS HWY
BELCHERTOWN, MASSACHUSETTS 01007
COUNTY OF HAMPSHIRE

PREMISES #38 470 GRANBY RD
SOUTH HADLEY, MASSACHUSETTS 01075
COUNTY OF HAMPSHIRE



Property Insurance

Declarations

Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS

Premises Coverages (continued)

PREMISES #39 294 N MAIN ST
EAST LONGMEADOW, MASSACHUSETTS 01028
COUNTY OF HAMPDEN

PREMISES #40 1350 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01103
COUNTY OF HAMPDEN

PREMISES #42 780 CHESTNUT ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #43 8 BURNHAM ST
TURNERS FALLS, MASSACHUSETTS 01376
COUNTY OF FRANKLIN

PREMISES #44 39-55 PRATT ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #45 241-259 MARVIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #46 57 UNION ST
WESTFIELD, MASSACHUSETTS 01085
COUNTY OF HAMPDEN

PREMISES #47 115 W SILVER ST
WESTFIELD, MASSACHUSETTS 01085
COUNTY OF HAMPDEN

PREMISES #48 800 COLLEGE HWY
SOUTHWICK, MASSACHUSETTS 01077
COUNTY OF HAMPDEN

BLANKET LIMIT OF INSURANCE

\$ 250,000

COVERAGES

CONDEMNATION OF UNDAMAGED PERSONAL PROPERTY

PREMISES #1 2 MEDICAL CENTER DR
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN



Premises Coverages
(continued)

PREMISES #2 50 MAPLE ST
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN

PREMISES #3 280 CHESTNUT ST
280 CHESTNUT ST PARKING GARAGE
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN

PREMISES #4 95 SARGENT ST
BELCHERTOWN, MASSACHUSETTS 01007
COUNTY OF HAMPSHIRE

PREMISES #5 164 HIGH ST BLDG # 1
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN

PREMISES #6 48 SANDERSON ST
51 & 59 SANDERSON ST
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN

PREMISES #7 298 CAREW ST
300 CAREW ST
SPRINGFIELD, MASSACHUSETTS 01104
COUNTY OF HAMPDEN

PREMISES #8 85 SOUTH ST
WARE, MASSACHUSETTS 01082
COUNTY OF HAMPSHIRE

PREMISES #9 WALTER ST
SPRINGFIELD, MASSACHUSETTS 01101
COUNTY OF HAMPDEN

PREMISES #10 57 BEACON ST
GREENFIELD, MASSACHUSETTS 01302
COUNTY OF FRANKLIN

PREMISES #11 361 WHITNEY AVE
HOLYOKE, MASSACHUSETTS 01040
COUNTY OF HAMPDEN

PREMISES #12 2377 BOSTON RD
WILBRAHAM, MASSACHUSETTS 01095
COUNTY OF HAMPDEN

PREMISES #13 354 BIRNIE AVE
360 BIRNIE AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #14 380 PLAINFIELD ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN



Property Insurance

Declarations

Effective Date JULY 25, 2016

Policy Number 3576-78-56 BOS

Premises Coverages (continued)

PREMISES #15	211 CARANDO DR SPRINGFIELD, MASSACHUSETTS 01104 COUNTY OF HAMPDEN
PREMISES #16	11 WILBRAHAM RD SPRINGFIELD, MASSACHUSETTS 01109 COUNTY OF HAMPDEN
PREMISES #17	3400 & 3455 MAIN ST SPRINGFIELD, MASSACHUSETTS 01199 COUNTY OF HAMPDEN
PREMISES #18	140 HIGH ST SPRINGFIELD, MASSACHUSETTS 01199 COUNTY OF HAMPDEN
PREMISES #19	1 MONARCH PL SPRINGFIELD, MASSACHUSETTS 01102 COUNTY OF HAMPDEN
PREMISES #20	687-689 CHESTNUT ST SPRINGFIELD, MASSACHUSETTS 01107 COUNTY OF HAMPDEN
PREMISES #21	3601 MAIN ST SPRINGFIELD, MASSACHUSETTS 01199 COUNTY OF HAMPDEN
PREMISES #22	3500 MAIN ST SPRINGFIELD, MASSACHUSETTS 01107 COUNTY OF HAMPDEN
PREMISES #23	1550 MAIN ST SPRINGFIELD, MASSACHUSETTS 01103 COUNTY OF HAMPDEN
PREMISES #24	50 WASON AVE SPRINGFIELD, MASSACHUSETTS 01107 COUNTY OF HAMPDEN
PREMISES #25	759 CHESTNUT ST BLDG # 1 SPRINGFIELD, MASSACHUSETTS 01107 COUNTY OF HAMPDEN



Premises Coverages
(continued)

PREMISES #26 3300 MAIN ST
3350 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #27 100 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #28 325B KING ST
NORTHAMPTON, MASSACHUSETTS 01060
COUNTY OF HAMPSHIRE

PREMISES #29 40 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #30 2344 BOSTON RD
WILBRAHAM, MASSACHUSETTS 01095
COUNTY OF HAMPDEN

PREMISES #31 34 HUBBARD ST
LUDLOW, MASSACHUSETTS 01056
COUNTY OF HAMPDEN

PREMISES #32 1743 N MAIN ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #33 34 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #34 16 FLETCHER ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #35 103 FAIRVIEW ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #36 2 MAIN ST
MONSON, MASSACHUSETTS 01057
COUNTY OF HAMPDEN

PREMISES #37 20 DANIEL SHAYS HWY
BELCHERTOWN, MASSACHUSETTS 01007
COUNTY OF HAMPSHIRE

PREMISES #38 470 GRANBY RD
SOUTH HADLEY, MASSACHUSETTS 01075
COUNTY OF HAMPSHIRE

PREMISES #39 294 N MAIN ST
EAST LONGMEADOW, MASSACHUSETTS 01028
COUNTY OF HAMPDEN



Property Insurance

Declarations

Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS

Premises Coverages (continued)

PREMISES #40 1350 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01103
COUNTY OF HAMPDEN

PREMISES #42 780 CHESTNUT ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #43 8 BURNHAM ST
TURNERS FALLS, MASSACHUSETTS 01376
COUNTY OF FRANKLIN

PREMISES #44 39-55 PRATT ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #45 241-259 MARVIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #46 57 UNION ST
WESTFIELD, MASSACHUSETTS 01085
COUNTY OF HAMPDEN

PREMISES #47 115 W SILVER ST
WESTFIELD, MASSACHUSETTS 01085
COUNTY OF HAMPDEN

PREMISES #48 800 COLLEGE HWY
SOUTHWICK, MASSACHUSETTS 01077
COUNTY OF HAMPDEN

BLANKET LIMIT OF INSURANCE

\$ 500,000

COVERAGES

FUNGUS CLEAN-UP OR REMOVAL

PREMISES #1 2 MEDICAL CENTER DR
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN

PREMISES #2 50 MAPLE ST
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN



Premises Coverages
(continued)

PREMISES #3 280 CHESTNUT ST
280 CHESTNUT ST PARKING GARAGE
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN

PREMISES #4 95 SARGENT ST
BELCHERTOWN, MASSACHUSETTS 01007
COUNTY OF HAMPSHIRE

PREMISES #5 164 HIGH ST BLDG # 1
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN

PREMISES #6 48 SANDERSON ST
51 & 59 SANDERSON ST
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN

PREMISES #7 298 CAREW ST
300 CAREW ST
SPRINGFIELD, MASSACHUSETTS 01104
COUNTY OF HAMPDEN

PREMISES #8 85 SOUTH ST
WARE, MASSACHUSETTS 01082
COUNTY OF HAMPSHIRE

PREMISES #9 WALTER ST
SPRINGFIELD, MASSACHUSETTS 01101
COUNTY OF HAMPDEN

PREMISES #10 57 BEACON ST
GREENFIELD, MASSACHUSETTS 01302
COUNTY OF FRANKLIN

PREMISES #11 361 WHITNEY AVE
HOLYOKE, MASSACHUSETTS 01040
COUNTY OF HAMPDEN

PREMISES #12 2377 BOSTON RD
WILBRAHAM, MASSACHUSETTS 01095
COUNTY OF HAMPDEN

PREMISES #13 354 BIRNIE AVE
360 BIRNIE AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #14 380 PLAINFIELD ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #15 211 CARANDO DR
SPRINGFIELD, MASSACHUSETTS 01104
COUNTY OF HAMPDEN



Property Insurance

Declarations

Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS

Premises Coverages (continued)

PREMISES #16 11 WILBRAHAM RD
SPRINGFIELD, MASSACHUSETTS 01109
COUNTY OF HAMPDEN

PREMISES #17 3400 & 3455 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #18 140 HIGH ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #19 1 MONARCH PL
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN

PREMISES #20 687-689 CHESTNUT ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #21 3601 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #22 3500 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #23 1550 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01103
COUNTY OF HAMPDEN

PREMISES #24 50 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #25 759 CHESTNUT ST BLDG # 1
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #26 3300 MAIN ST
3350 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN



Premises Coverages
(continued)

PREMISES #27 100 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #28 325B KING ST
NORTHAMPTON, MASSACHUSETTS 01060
COUNTY OF HAMPSHIRE

PREMISES #29 40 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #30 2344 BOSTON RD
WILBRAHAM, MASSACHUSETTS 01095
COUNTY OF HAMPDEN

PREMISES #31 34 HUBBARD ST
LUDLOW, MASSACHUSETTS 01056
COUNTY OF HAMPDEN

PREMISES #32 1743 N MAIN ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #33 34 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #34 16 FLETCHER ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #35 103 FAIRVIEW ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #36 2 MAIN ST
MONSON, MASSACHUSETTS 01057
COUNTY OF HAMPDEN

PREMISES #37 20 DANIEL SHAYS HWY
BELCHERTOWN, MASSACHUSETTS 01007
COUNTY OF HAMPSHIRE

PREMISES #38 470 GRANBY RD
SOUTH HADLEY, MASSACHUSETTS 01075
COUNTY OF HAMPSHIRE

PREMISES #39 294 N MAIN ST
EAST LONGMEADOW, MASSACHUSETTS 01028
COUNTY OF HAMPDEN

PREMISES #40 1350 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01103
COUNTY OF HAMPDEN



Premises Coverages
(continued)

- PREMISES #3** 280 CHESTNUT ST
280 CHESTNUT ST PARKING GARAGE
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN
- PREMISES #4** 95 SARGENT ST
BELCHERTOWN, MASSACHUSETTS 01007
COUNTY OF HAMPSHIRE
- PREMISES #5** 164 HIGH ST BLDG # 1
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN
- PREMISES #6** 48 SANDERSON ST
51 & 59 SANDERSON ST
GREENFIELD, MASSACHUSETTS 01301
COUNTY OF FRANKLIN
- PREMISES #7** 298 CAREW ST
300 CAREW ST
SPRINGFIELD, MASSACHUSETTS 01104
COUNTY OF HAMPDEN
- PREMISES #8** 85 SOUTH ST
WARE, MASSACHUSETTS 01082
COUNTY OF HAMPSHIRE
- PREMISES #9** WALTER ST
SPRINGFIELD, MASSACHUSETTS 01101
COUNTY OF HAMPDEN
- PREMISES #10** 57 BEACON ST
GREENFIELD, MASSACHUSETTS 01302
COUNTY OF FRANKLIN
- PREMISES #11** 361 WHITNEY AVE
HOLYOKE, MASSACHUSETTS 01040
COUNTY OF HAMPDEN
- PREMISES #12** 2377 BOSTON RD
WILBRAHAM, MASSACHUSETTS 01095
COUNTY OF HAMPDEN
- PREMISES #13** 354 BIRNIE AVE
360 BIRNIE AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN
- PREMISES #14** 380 PLAINFIELD ST
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COUNTY OF HAMPDEN
- PREMISES #15** 211 CARANDO DR
SPRINGFIELD, MASSACHUSETTS 01104
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Property Insurance

Declarations

Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS

Premises Coverages (continued)

PREMISES #16 11 WILBRAHAM RD
SPRINGFIELD, MASSACHUSETTS 01109
COUNTY OF HAMPDEN

PREMISES #17 3400 & 3455 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #18 140 HIGH ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #19 1 MONARCH PL
SPRINGFIELD, MASSACHUSETTS 01102
COUNTY OF HAMPDEN

PREMISES #20 687-689 CHESTNUT ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #21 3601 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01199
COUNTY OF HAMPDEN

PREMISES #22 3500 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #23 1550 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01103
COUNTY OF HAMPDEN

PREMISES #24 50 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #25 759 CHESTNUT ST BLDG # 1
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #26 3300 MAIN ST
3350 MAIN ST
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN



Premises Coverages
(continued)

PREMISES #27 100 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #28 325B KING ST
NORTHAMPTON, MASSACHUSETTS 01060
COUNTY OF HAMPSHIRE

PREMISES #29 40 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #30 2344 BOSTON RD
WILBRAHAM, MASSACHUSETTS 01095
COUNTY OF HAMPDEN

PREMISES #31 34 HUBBARD ST
LUDLOW, MASSACHUSETTS 01056
COUNTY OF HAMPDEN

PREMISES #32 1743 N MAIN ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

PREMISES #33 34 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

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COUNTY OF HAMPDEN

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Premises Coverages
(continued)

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SPRINGFIELD, MASSACHUSETTS 01101
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COUNTY OF HAMPDEN

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Property Insurance

Declarations

Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS

Premises Coverages (continued)

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Premises Coverages
(continued)

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COUNTY OF HAMPDEN

PREMISES #28 325B KING ST
NORTHAMPTON, MASSACHUSETTS 01060
COUNTY OF HAMPSHIRE

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PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

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COUNTY OF HAMPDEN

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LUDLOW, MASSACHUSETTS 01056
COUNTY OF HAMPDEN

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PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

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COUNTY OF HAMPDEN



Premises Coverages
(continued)

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Property Insurance

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Premises Coverages (continued)

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PREMISES #26 3300 MAIN ST
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Premises Coverages
(continued)

PREMISES #27 100 WASON AVE
SPRINGFIELD, MASSACHUSETTS 01107
COUNTY OF HAMPDEN

PREMISES #28 325B KING ST
NORTHAMPTON, MASSACHUSETTS 01060
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PREMISES #29 40 WRIGHT ST
PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

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WILBRAHAM, MASSACHUSETTS 01095
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LUDLOW, MASSACHUSETTS 01056
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PALMER, MASSACHUSETTS 01069
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PALMER, MASSACHUSETTS 01069
COUNTY OF HAMPDEN

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COUNTY OF HAMPDEN

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COUNTY OF HAMPDEN



Property Insurance

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Effective Date JULY 25, 2016
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Premises Coverages (continued)

PREMISES #42 780 CHESTNUT ST
 SPRINGFIELD, MASSACHUSETTS 01107
 COUNTY OF HAMPDEN

PREMISES #43 8 BURNHAM ST
 TURNERS FALLS, MASSACHUSETTS 01376
 COUNTY OF FRANKLIN

PREMISES #44 39-55 PRATT ST
 SPRINGFIELD, MASSACHUSETTS 01107
 COUNTY OF HAMPDEN

PREMISES #45 241-259 MARVIN ST
 SPRINGFIELD, MASSACHUSETTS 01107
 COUNTY OF HAMPDEN

PREMISES #46 57 UNION ST
 WESTFIELD, MASSACHUSETTS 01085
 COUNTY OF HAMPDEN

PREMISES #47 115 W SILVER ST
 WESTFIELD, MASSACHUSETTS 01085
 COUNTY OF HAMPDEN

PREMISES #48 800 COLLEGE HWY
 SOUTHWICK, MASSACHUSETTS 01077
 COUNTY OF HAMPDEN

Premises Coverages - Specific Limits

PREMISES #5 164 HIGH ST BLDG # 2
 GREENFIELD, MASSACHUSETTS 01301
 COUNTY OF FRANKLIN

DESC: BUILDER'S RISK - SURGERY CENTER

COVERAGES - BLDG # 2

CONSTRUCTION WORKS

LIMIT OF INSURANCE	\$ 22,085,000
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SOFT COSTS

LIMIT OF INSURANCE	\$ 1,729,000
WAITING PERIOD	168 HOURS



Property Insurance

Declarations

Effective Date JULY 25, 2016

Policy Number 3576-78-56 BOS

Additional Coverages *(continued)*

ELECTRONIC DATA

LIMIT OF INSURANCE

\$ 15,000,000

PREMISES: AS PER PROPERTY DECLARATIONS FORM 80-02-0005



Policy Conditions

Schedule of Forms

Policy Period OCTOBER 1, 2015 TO OCTOBER 1, 2016
Effective Date JULY 25, 2016
Policy Number 3576-78-56 BOS
Insured BAYSTATE HEALTH, INC.

Name of Company VIGILANT INSURANCE COMPANY
Date Issued AUGUST 10, 2016

The following is a schedule of forms issued as of the date shown above:

Form Number	Edition Date	Form Name	Effective Date	Date Issued
80-02-9780	3-11	NOTICE OF CANCEL TO SCHEDULED PERSONS OR ORGS	10/01/15	09/23/15
80-02-9001	6-98	HOW TO REPORT A LOSS	10/01/15	09/23/15
80-02-9090	6-05	COMMON POLICY CONDITIONS	10/01/15	09/23/15
80-02-9790	3-12	COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	10/01/15	09/23/15
80-02-9800	12-08	INSURING AGREEMENT	10/01/15	09/23/15
99-10-0732	1-15	NOTICE TO POLICYHOLDERS-TRIPRA	10/01/15	09/23/15
99-10-0792	9-04	IMPORTANT NOTICE - OFAC	10/01/15	09/23/15
99-10-0872	6-07	AOD POLICYHOLDER NOTICE	10/01/15	09/23/15

last page

APPENDIX H
INTERNAL CONTROL QUESTIONNAIRE

DATE: 10/17/16

NAME OF OPERATING AGENCY: Baystate Health, Inc.

ADDRESS OF OPERATING AGENCY: 759 Chestnut Street, Springfield, MA

TAX ID OF OPERATING AGENCY: _____

TEL #: 413-219-4901 FAX #: N/A CONTACT PERSON: Alberto Ayala

TITLE OF PROJECT: Baystate Co-Generation Project

PROJECT LOCATION: 759 Chesnut Street, Springfield, MA

AMOUNT OF FUNDING Five Million Dollars and 00/100 (\$5,000,000.00) City CDBG-NDR
funding,

SOURCE OF FUNDING: CDBG ___ E.C. ___ OTHER X (CDBG-NDR) X

1. Name and Title of individual(s) signing Schedule of Reimbursable expenses request and checks:

A. REIMBURSABLE EXPENSE REQUEST SEAN M. GOWIN

B. CHECK SIGNATURE DENNIS CHURKE

2. Name of person responsible for maintaining records for this contract (list title also).

3. Name of person who is responsible for:

A. Maintaining payrolls Antonio Braz

B. Maintaining Time Sheets Antonio Braz

C. Reconciling Bank Statements Antonio Braz

D. Preparing Statement of Project Costs Antonio Braz

E. Preparing Checks John Sweet-Waldron

F. Purchasing John Sweet - Waldron

4. Name of person who will maintain the following books of record (at least)

1. Cash receipts and Disbursements Ledger John Sweet - Waldron

2. Voucher Register John Sweet - Waldron

3. Project Cost Ledger John Sweet - Waldron

5. Name of Employees Bonded:

6. Does the agency maintain a purchase requisition system, and who authorizes purchases?

John Sweet Waldron

7. Who signs all vouchers ready for payment?

John Sweet Waldron

8. What is included or needed for authorization to disburse checks (e.g., voucher, purchase order, receiving slip)?

In. Notarized Invoice, purchase order, back up documentation, certified payroll

9. Who is responsible for hiring personnel?

SEAN GOWIN / John Sweet


10. Who is responsible for submitting time sheets of employees?

John Sweet

11. What controls are in place for equipment purchases?

Baystate Health Procurement Policy

I HEREBY ATTEST THAT THE ABOVE INFORMATION IS ACCURATE AND CORRECT.


Signature of Authorized Representative for Agency
SMG 10.17.16

10/17/16
Date


APPENDIX I
DEBARMENT CERTIFICATE

Name of Subrecipient Baystate Health, Inc.

Described herein and attached here to as Attachment IV is a certification from the SUBRECIPIENT stating that neither the SUBRECIPIENT nor any subcontractor secured by the SUBRECIPIENT has been debarred, suspended or determined ineligible to engage in the activity necessary to perform the services of this contract.

By signing this Certificate, the organization expressly understands and acknowledges that any person responsible for performing activities/services under this agreement are currently eligible to engage in the activity under this contract.

Dated: 10-17-16



(signature of authorized agent)

(printed name of agent)

Baystate Health, Inc.**Procurement and Conflict of Interest Policy
Combined Heat & Power Plant Project
2016-2017**

1. **Application.** This procurement policy (the "Policy") applies to all employees of Baystate Health, Inc. and its affiliates (collectively, "Baystate") who are engaged in the selection, award and administration of contracts related to Baystate's combined heat and power plant project (the "Project").
2. **Conflict of Interest.**
 - a. No Baystate employee will participate in the selection, award or administration of a contract under the Project if he or she has a conflict of interest. A conflict of interest exists when the employee, a member of his or her immediate family, his or her partner, or an entity which employs or is about to employ any of the foregoing people has a financial interest in or derives a tangible benefit from a firm being considered for a contract.
 - b. No Baystate employee will solicit or receive gifts, favors or anything of monetary value from contractors, subcontractors or firms being considered for contracts or subcontracts under the Project. Notwithstanding the foregoing, a Baystate employee may accept unsolicited items not exceeding \$10.00 individually and \$50.00 in the aggregate, such as coffee, food, pens, etc.
 - c. Baystate will not award contracts under the Project to its affiliates or any entities in which its affiliates have a financial interest.
 - d. Any Baystate employee who violates the conflict of interest provisions of this policy will be disciplined in accordance with Baystate's internal human resources policies.
3. **Procurement.** Baystate will conduct all procurements under the project in a manner that provides full and open competition in compliance with all applicable laws and regulations, including 2 C.F.R. 200. Baystate will not impose unreasonable or unnecessary experience, bonding or other requirement on potential contractors. All solicitations shall contain clear and accurate descriptions of the standards which the items or services sought must meet, all requirements which potential contractors must meet, and all other factors which will be used by Baystate in selecting a contractor.

- a. **Micro-Purchases.** A Micro-Purchase is purchase of goods and services which cost \$3,500.00 or less. Baystate may make Micro-Purchases without soliciting competitive quotations as long as Baystate determines that the price is reasonable.
- b. **Small Purchases.** A Small Purchase is purchase of goods and services which cost \$150,000.00 or less. Consistent with 2 C.F.R. 200.88, Baystate may make Small Purchases by soliciting price quotations from a reasonable number of qualified sources.
- c. **Non-Competitive Proposals.** Baystate may solicit a proposal for goods or services from only one source when:
 - i. The goods or services are only available from a single source;
 - ii. An emergency makes competitive procurement impractical;
 - iii. HUD authorizes Baystate to do so; or
 - iv. Baystate determines, after soliciting multiple sources, that competition for the goods or services is inadequate.
- d. For all procurements for goods or services costing more than \$150,000.00, Baystate will perform a written cost analysis. As part of the cost analysis, Baystate will make independent estimates of the cost of the goods or services before receiving bids or proposals. For all contracts awarded for goods or services costing more than \$150,000.00 and for contracts awarded under Section 3(c) of this Policy, Baystate will negotiate the contractor's profit as a separate element of the contract price.
- e. If a procurement does not fall under Sections 3(a), 3(b) or 3(c), Baystate shall conduct the procurement by an invitation for bids or request for proposal as described in Section 3(f) and 3(g).
- f. **Invitation for Bids.** Procurement by an invitation for bids is appropriate where Baystate can produce a complete description of the desired goods or services and all associated quality requirements, where Baystate can adequately choose between potential contractors that meet stated quality requirements on the basis of price alone, and where a fixed-price contract is a suitable form of contract. If Baystate uses an invitation for bids:
 - i. Baystate must solicit bids from a reasonable number of contractors;
 - ii. The invitation for bids must include all requirements that bidders must meet; and
 - iii. Baystate must open all bids at a time and place specified in the invitation for bids.

- e. Using governmental resources such as the Small Business Administration to foster participation by SMW Businesses; and
 - f. Requiring general contractors to take the same or similar steps to foster participation by SMW Businesses as subcontractors.
6. **Bonds.** Baystate will require the following bonds on the Project:
- a. For all potential contractors responding to an invitation for bids, a bid bond in the amount of 5% of the bid price;
 - b. Performance bonds for 100% of the contract price; and
 - c. Payment bonds for 100% of the contract price.
7. **Contract Provisions.**
- a. Contracts for goods or services costing more than \$150,000 will address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. Contracts for goods or services costing more than \$10,000 will address termination for cause and for convenience by Baystate, including the manner by which termination will be effected and the basis for settlement.
 - c. All contracts will include the equal opportunity contract clause provided at 41 C.F.R. 60-1.4(b).
 - d. All prime construction contracts in excess of \$2,000 must include a provision regarding compliance with the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, and regulations under those acts.
 - e. All contracts for goods or services costing more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 and regulations thereunder.
 - f. Contracts for goods or services costing more than \$150,000 must contain a provision regarding compliance with applicable standards, orders and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
8. **Miscellaneous.**

- a. Baystate will not award any contracts under the Project to parties listed on the governmentwide Excluded Parties List System in the System for Award Management. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies.
- b. Baystate will require contractors that apply or bid for contracts for goods or services costing more than \$100,000 to file the required certification under the Byrd Anti-Lobbying Amendment. Contractors awarding subcontracts for goods or services costing more than \$100,000 will require subcontractors to file such certification.

Internal Revenue Service

Date: August 30, 2005

BAYSTATE HEALTH INC
759 CHESTNUT ST
SPRINGFIELD MA 01199-1001

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Karen Craig
ID# 31-07971

Toll Free Telephone Number:
8:30 a.m. to 5:30 p.m. ET
877-829-5500

Fax Number:
513-263-3756

Federal Identification Number:
04-2105941

Dear Sir or Madam:

This is in response to the amendment to your Articles of Incorporation filed with the state on July 25, 2005. We have updated our records to reflect the name change as indicated above.

In November 1993 we issued a determination letter that recognized you as exempt from federal income tax. Our records indicate that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that you are also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to you are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Cindy M. Westcott

Cindy Westcott
Manager, EO Determinations

IF YOU DO NOT ALREADY HAVE A CONFLICT OF INTEREST STATEMENT, YOU MAY USE THE INFORMATION PROVIDED HERE; HOWEVER, THE CERTIFICATE MUST BE PRINTED ON YOUR ORGANIZATION'S LETTERHEAD AND SIGNED BY AN AUTHORIZED AGENT.

Conflict of Interest Statement

No staff or Board of Director of Baystate Health, Inc. will financially benefit from performing their prescribed duties other than receiving their normal compensation per salary of contract. Additionally no staff member of Board of Director can use or take possession of any of grant or corporate resources without express approval of its Board of Directors.

All transactions conducted by staff and the Board of Directors must be arms length transactions, whose sole intent is to enhance the charitable role and the mission of Baystate Health, Inc.

Dated: 10.17.16


(signature of authorized agent)
SMG 10.17.16

MARK KERACK
(printed name of agent)


APPENDIX L: NATIONAL OBJECTIVE COMPLIANCE CERTIFICATE

National Objective Compliance Certificate

In accordance with the statutes and regulations set forth by the U.S. Department of Housing and Urban Development (HUD), activities funded through the Community Development Block Grant (CDBG) must be used to meet one of three national objectives named by HUD. Those three objectives are: (1) benefiting low or moderate-income persons; (2) preventing or eliminating slums or blight; and (3) meeting an urgent need. To be eligible for funding, every CDBG-funded activity must meet one of these National Objectives.

Baystate Health, Inc. hereby certifies that the activity proposed in this application for CDBG funding will meet one of these three national objectives as set forth above. Baystate Health, Inc. also certifies that it will maintain sufficient documentation to ensure compliance with National Objectives.

Dated: 10.17.16


(signature of authorized agent)
SMB 10.17.16

MARK KERZNER
(printed name of agent)

PRESIDENT, BAYSTATE HEALTH
(title of agent)



City of Springfield
Office of Disaster Recovery and Compliance

CDBG Disaster Recovery Program
Awarding Federal Agency: United States Department of Housing and Urban Development
Federal
Award Number: B-13-MS-25-0001

SUBROGATION AND ASSIGNMENT AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 17 day of October, 2016, by and between Boys State Health ("Subrecipient") and the City of Springfield.

1. **Assignment Relating to Funds Received under CDBG-Disaster Recovery Program.**
In consideration of Subrecipient's receipt of funds or the commitment by the City of Springfield to evaluate Subrecipient's application for the receipt of funds under the CDBG Disaster Recovery Program (CDBG-DR) administered by the City of Springfield; Subrecipient hereby assigns to the City of Springfield all of Subrecipient's future rights to reimbursement and all payments received under any policy of casualty or property damage insurance (the "Policies") or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") for physical damage to the Structure (defined below) that was the basis of the calculation of Subrecipient's award to the extent of the Note or Loan proceeds paid to Subrecipient under the Program. The proceeds or payments referred to in the preceding sentence, whether they be from insurance, FEMA or the SBA, shall be referred to herein as "Proceeds." The rights Subrecipient assigns are specific to the structure with respect to which Note or Loan proceeds were paid (the "Structure") which is described in Subrecipient's application with the Program arising out of physical damage to the Structure originally caused by the June 2011 Tornado respectively but also including Proceeds received for damage to the Structure caused by any subsequent event that occurred until the commencement of repair or reconstruction utilizing Program funds. The causes of subsequent damage include, but are not limited to, the June 1, 2011 F3 Tornado respectively. The Policies include, but are not limited to, policies characterized as wind, flood or any other type of casualty or property damage insurance coverage held by Subrecipient and which provides coverage for physical damage to the Structure.

2. **Cooperation and Further Documentation.** Subrecipient agrees to assist and cooperate with the City of Springfield should the City of Springfield elect to pursue any of the claims Subrecipient has against the insurers for reimbursement under any such policies. Subrecipient's assistance and cooperation shall include allowing suit to be brought in Subrecipient's name(s), giving depositions, providing documents, producing records and other

evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by the City of Springfield. Subrecipient further agrees to assist and cooperate in the attainment and collection of any Proceeds that the Subrecipient would be entitled to under any applicable FEMA or SBA program as described above. If requested by the City of Springfield, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the City of Springfield, to the extent of the Note or Loan proceeds paid to Subrecipient under the Program, the Policies, the disaster relief funds from FEMA or SBA and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the City of Springfield to consummate and make effective the purposes of this Agreement.

3. **Authorization for City of Springfield to Contact Third Parties.** Subrecipient explicitly allows the City of Springfield to request of any company with which Subrecipient held Policies or FEMA or the SBA any non-public or confidential information needed by the City of Springfield to monitor/enforce its interest in the rights assigned to it under this Agreement and to give Subrecipient's consent to such company to release said information to the City of Springfield.

4. **Agreement to Turn over Proceeds; Future Reassignment.** If Subrecipient (or any entity holding a lien on the Structure, except to the extent required by superior loan documents) hereafter receives any insurance payment or disaster relief or reimbursement funds for physical damage to the Structure (not including proceeds received to cover contents), Subrecipient agrees to promptly pay such amounts to the City of Springfield if Subrecipient received grant proceeds under the Program in an amount greater than the amount Subrecipient would have received if such insurance and/or disaster relief or reimbursement payment had been considered in the calculation of Subrecipient's award. Once the City of Springfield has recovered an amount equal to the grant proceeds paid to Subrecipient, the City of Springfield will reassign to Subrecipient any rights assigned to the City of Springfield pursuant to this Agreement.

5. **Mortgage City of Springfield Rights.** Subrecipient acknowledges that this Agreement does not impair Subrecipient's mortgage or City of Springfield's rights as loss-payee under any deed of trust or mortgage on the Structure.

6. **Miscellaneous.**

(a) **WARNING: Subrecipient is hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or credit, including a mortgage loan, is a violation of Massachusetts General Law Part IV Title I Chapter 266 Section 67b, and, depending, is punishable by imprisonment for up to five years and/or a fine not to exceed \$10,000.00.**


(b) Subrecipient hereby represents that he/she has received, read, and understand this notice of penalties for making a materially false or misleading written statement to obtain a home loan.

(c) Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Borrower shall be true and correct as of the date of Closing.

(d) In any proceeding to enforce this Agreement, the City of Springfield shall be entitled to recover all costs of enforcement, including actual attorney's fees.

EXECUTED this day of , 20 .


SUBRECIPIENT:



5/16 10:17:16

EXECUTED this day of 20 .

CITY OF SPRINGFIELD:

By: 

Name: Domenic Samo
Title: Mayor


APPENDIX N: LOBBYING CERTIFICATION

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1326, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The SUBRECIPIENT hereby certifies that:

- [a] No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;
- [b] If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY's governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c] It shall require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, subgrants, and Agreements under grants, loans and cooperative agreements) and that all Developers shall certify and disclose accordingly; and
- [d] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from SUBRECIPIENT shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the CITY officer, agent or employee and the detailed circumstances of the incident.

Dated: 10-17-16

Baystate Health

By: 
(signature of authorized agent)

MARK KERBACK
(printed name of agent)

PRESIDENT, BAYSTATE HEALTH
(title of agent)