



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

5D

48

June 11, 2024

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to amend an existing agreement with Easter Seals of New Hampshire (VC #177204), Manchester, NH to extend the completion date from September 30, 2024 to December 31, 2024 with no change to the price limitation in order to complete their project from round 1 of the Youth Residential Services Improvement Program, effective upon approval by Governor and Executive Council. The original award was approved by Governor and Executive Council on December 21, 2022, Item #64C. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. 100% Federal Funds.

EXPLANATION

This amendment will enable Easter Seals, Inc to continue work at Zachary Road Youth Residential Treatment and Transitional Living Facility to make necessary upgrades to improve indoor air quality standards, while also addressing needs in program delivery that may require social distancing guidelines through facility improvements necessary to maintain established program capacity. Specifically, Easter Seals has been renovating and enhancing the existing Gammon Academy facility at Zachary Road, which was originally built as an office building. Easter Seals is enhancing the existing building with a 25,000 square foot addition which will include vital elements of the residential educational program, including multi-purpose spaces to accommodate parent visits, therapy sessions, and vocational programming.

Supply chain issues have caused minor delays in the renovation project. Easter Seals therefore request a three-month extension to ensure that work will be completed.

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

Respectfully submitted,

Taylor Caswell
Executive Director, GOFERR

Amendment #1 to Forgivable Loan Agreement

This amendment ("Amendment") is entered into this 6 day of June, 2024, by and between the State of New Hampshire, acting by and through the Governor's Office for Emergency Relief and Recovery (GOFERR), 1 Eagle Sq, Concord, NH, 03301 (hereinafter referred to as "the State") and Easter Seals New Hampshire, Inc., 555 Auburn Street, Manchester, NH 03103 (hereinafter referred to as "Borrower"), collectively referred to as ("the Parties").

WHEREAS, the Parties have entered into a forgivable loan agreement ("the Agreement") authorized by the Governor and Executive Council on December 21, 2022, item #64C;

WHEREAS Section 2, subsection B of the Agreement requires that the Project be completed by September 30, 2024;

WHEREAS Section 2, subsection B of the Agreement further states that "limited extensions may be possible, with written consent from the Lender and approval of Governor and Council;"

WHEREAS Borrower has need of an extension to complete the project, and such need has been reviewed and approved by GOFERR;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the Parties hereto do hereby agree as follows:

1. Amend Section 2, subsection A by extending the completion date from September 30, 2024 to December 31, 2024.
2. Amend Section 2, subsection B by deleting the last five paragraphs of the section entirely and replacing with the following:

By entering into this Agreement, the Borrower accepts liability for the ARPA Loan Amount with repayment to begin on January 15, 2025, or earlier, if breach of the terms of the Agreement occurs.

The Project must be completed by December 31, 2024. Limited extension may be possible, with written consent by the Lender and approval of Governor and Council.

Upon completion and satisfaction of the terms of the Agreement on or before December 31, 2024, (or later if an extension is approved by the Lender) the Borrower's Loan Amount will be deemed satisfied and paid in full.

If the Project is not successfully completed and/or the Agreement is not fulfilled or substantively breached, then the Borrower shall begin repaying the Loan Amount

to the Lender beginning on January 15, 2025, pursuant to the terms and conditions outlined in section 5 of this Agreement.

This Agreement is NOT a negotiable instrument.

- 3. Amend Section 5 by deleting the section in its entirety and replacing with the following:

As indicated in Section 2, "PURPOSE OF AGREEMENT," if the Project is not successfully completed and/or the Agreement is not fulfilled or substantively breached, then the Borrower shall begin repaying the Loan Amount to the Lender beginning on January 15, 2025, pursuant to the following terms.

The Borrower will repay the Loan at a rate of \$238,095.23 per month, which is the equivalent of the Loan balance being distributed equally across 21 monthly payments. The first payment will be due on or before January 15, 2025. All subsequent payments will be due on or before the 15th day of each month, with payment due the first business day following a weekend or federal or State holiday if the 15th occurs on such a weekend or holiday. Payments will be made by check or money order, marked payable to the "State of New Hampshire," and mailed to the following address: 1 Eagle Square, Concord, NH 03301. The Loan will be fully paid on or before September 15, 2026 which will be the 21st and final payment period.

- 4. Amend Section 8 by deleting the first sentence and replacing with "If the Borrower does not complete the entire project by December 31, 2024, and the Loan payments have started, the Borrower may prepay the Loan without penalty."

All other provisions of this forgivable loan shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have set their hand as of the day and year first above written.

Grantee Signature: Designated Signing Authority

Maureen Beauregard
Signature

Print Name: Maureen Beauregard

Date: June 6, 2024

Title: President & CEO

State of New Hampshire Signature: _____

[Signature]

Date: 6/11/2024

Signature
Print Name: Taylor Caswell

Title: Executive Director, GOFERR

Approved as to form substance and execution NH Department of Justice:

Sheri Phillips

Date: 6/11/2024

Signature

Print Name: Sheri Phillips

Title: Assistant Attorney General

Approved by New Hampshire Governor and Council: _____ Date: _____

State of New Hampshire

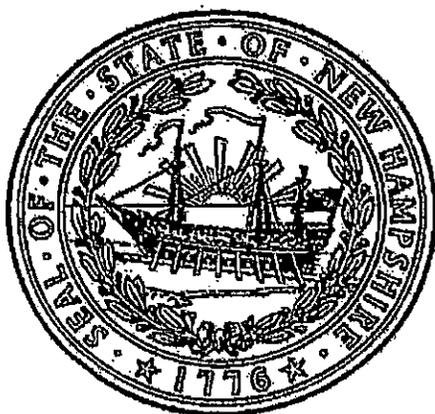
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61290

Certificate Number: 0006652771



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a horizontal line.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Easter Seals New Hampshire, Inc., which includes Manchester Alcoholism Rehabilitation Center, a program of Easterseals NH.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 14, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

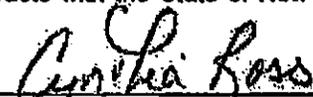
VOTED: That Maureen Beauregard, President & CEO; Catherine Kuhn, Chief Operating Officer; Tina Sharby, Chief Human Resources Officer; Peter Hastings, Chief Information Officer; Pamela Hawkes, Chief Development Officer; Michele Talwani, Chief Communications & Marketing Officer and Bradford E. Cook, Secretary and General Counsel of the corporation. (may list more than one person)
(Name and Title of Contract Signatory)

are duly authorized on behalf of Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: June 4, 2024



Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: Linda Jaeger, CIC, PHONE: 855 874-0123, E-MAIL ADDRESS: linda.jaeger@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co., NAIC #: 18058.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: POLICY PERIOD, TYPE OF INSURANCE, ADDL. SUBR. INSR. (Y/N), POLICY NUMBER, POLICY EFF. DATE, POLICY EXP. DATE, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and EDP.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Supplemental Names*: Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,*. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the Named Insured and the Certificate Holder that requires such status, and only with regard to the above referenced on behalf (See Attached Descriptions)

CERTIFICATE HOLDER: Governor's Office for Emergency Relief & Recovery, One Eagle Square, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

DESCRIPTIONS (Continued from Page 1)

of the Named Insured. The General Liability policy contains a special endorsement with "Primary and Non Contributory" wording.



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

December 7, 2022

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into a forgivable loan agreement in an amount not to exceed \$5,000,000 with Easter Seals New Hampshire, Inc., (VC #177204) Manchester, NH, in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF), as part of the Youth Residential Facility Improvement Program, which provides support for facility improvements to New Hampshire nonprofit agencies that are currently licensed by the New Hampshire Department of Health and Human Services to provide youth treatment programs in a residential setting and/or transitional housing for young adults, as well as facilities and entities that operate youth and young adult homeless shelters or are developing facilities to provide such services, under the age of 25, effective upon Governor and Executive Council approval through September 30, 2024. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. 100% Federal Funds.

Funds are available as follows:

01-002-002-020210-24690000 - ARP Grants and Disbursements

072-500575 - Grants Federal

FY2023
\$5,000,000

EXPLANATION

This request would approve an award from Round 1 of this program. A second round with expanded eligibility was previously authorized and is forthcoming, utilizing remaining funds from the program's original authorization. \$25,075,050 was approved by Governor and Executive Council on October 27, 2021 (Item # 62) to fund a Youth Residential Facility Improvement Program, which provides funds for New Hampshire non-profits that provide transitional housing for young adults under the age of 22, are recognized by the New Hampshire Department of Health and Human Services (DHHS) and are currently licensed by DHHS to provide youth treatment in a residential setting. The program was subsequently reauthorized for a second round by Governor and Executive Council on September 7, 2022 (Item #63), utilizing remaining funds, and that reauthorization included an expansion of eligibility of program applicants to facilities and entities that operate youth and young adult homeless shelters, or are developing facilities to provide such services, for individuals under the age of 25. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

December 7, 2022
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As noted above, GOFERR initially facilitated this program through a grant application process for Residential Child Care Programs licensed as a Group Home, Child Care Institution, Homeless Youth Program, or Independent Living Home and entities providing transitional housing for young adults under the age of 22. This and other forthcoming awards are a result of the initial program. GOFERR will soon facilitate a second program application round including such facilities and those now also available under expanded parameters.

In both rounds, funding is for reimbursement for facility improvements to improve indoor air quality, mitigate the spread of respiratory diseases including COVID-19, improve the provision of services, install physical modifications that address staffing challenges, or to ensure the health and safety of program participants while maintaining the approved program capacity.

This agreement is for an award totaling \$5,000,000 to Easter Seals, Inc. in the form of a forgivable loan, as result of Round 1 of the Youth Residential Facility Improvement Program. Approval of this request will allow the Easter Seals – Zachary Road Youth Residential Treatment and Transitional Living Facility to make necessary upgrades to improve indoor air quality standards, while also addressing needs in program delivery that may require social distancing guidelines through facility improvements necessary to maintain established program capacity.

As the Governor and Executive Council may have noted from a previous program authorization, it was originally intended that the Youth Residential Facility Improvement Program would provide awards to recipients as subawards; however, after updated ARPA SFRF guidance was provided by the U.S. Treasury, it has been found to be appropriate and more beneficial to both the State and award recipients to structure these awards instead as forgivable loans. Thus, the program will provide forgivable loans to eligible award recipients. This is an allowable use of ARP FRF funds under Section 602 (o)(1)(A) to respond to the public health emergency or its negative economic impacts.

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

Respectfully submitted,



Chase Hagaman,
Deputy Director, GOFERR

**YOUTH RESIDENTIAL FACILITY IMPROVEMENT PROGRAM (YRFIP)
LOAN AGREEMENT
FOR STATE FISCAL RECOVERY FUNDS**

1. THE PARTIES

Easter Seals New Hampshire, Inc. (the "Borrower"), represented by its authorized agent, Maureen Beauregard (the "Borrower's Agent"), hereby enters this Loan Agreement for State Fiscal Recovery Funds (this "Agreement") with the State of New Hampshire, Governor's Office for Emergency Relief and Recovery (the "Lender"), as of the effective date of this Agreement. Borrower and Lender shall collectively be known herein as "the Parties".

2. PURPOSE OF AGREEMENT

Entering into this Agreement results in the Lender agreeing to use American Recovery Plan Act (ARPA), State Fiscal Recovery Fund (SFRF) funds to award the Borrower a loan in an amount equal to or less than 50% of the eligible expenses on approved capital improvement project (the Project) to improve the Easter Seals - Zachary Road youth residential treatment and transitional living facility. This award is subject to Easter Seals New Hampshire, Inc., assuming liability for the remaining amount of the cost of the capital improvement project, which shall be an amount no less than 50% of the total amount of the capital improvement project(s). The Project(s) shall have been reviewed and approved by the Lender.

Should the eligible costs of the Borrower's project result in the value of this Agreement exceeding 50% of eligible project costs, the value shall be reduced to an amount not to exceed 50% of eligible Project costs to align with the maximum award permitted in the terms of the program and application that resulted in this award.

A. The Lender agrees to:

The Lender agrees to loan the Borrower an amount up to the sum of \$5,000,000.00 (the Loan Amount) for approved capital expenditures used to address the needs of the residents at the Easter Seals - Zachary Road Youth Residential Facility. The Loan Amount will be subject to an interest rate of 0%, and the Loan Amount will be forgiven upon completion of the project on or before September 30, 2024, or an otherwise set date as determined below.

B. The Borrower agrees to:

The Borrower agrees to construct and undertake the approved Project in accordance with their Approved Application, which is incorporated by reference herein and a copy maintained at the State. Furthermore, the Borrower agrees to comply with all Federal, State and local laws, rules and regulations, which are now, or in the future may become, applicable to the Project.

The Borrower agrees to submit to all requested inspections and audits by State officials which relate to the services and payments under this Agreement. On-site inspections shall be made at least twice annually, and upon project completion, to ensure compliance with the terms of this loan. The Lender reserves the right for more frequent on-site inspections.

Any audits shall include, but not be limited to: a review of all invoices and payments made on this project, a review of all contracts for goods and services, proof of goods received after payment, a review of Borrower's policies and procedures for management of federal funds, a review of the project plan to monitor project progress, and a review of payroll and timesheet records.

By entering into this Agreement, the Borrower accepts liability for the ARPA Loan Amount with repayment to begin on October 15, 2024, or earlier, if breach of the terms of the Agreement occurs.

The Project must be completed by September 30, 2024. Limited extension may be possible, with written consent by the Lender and approval of Governor and Council.

Upon completion and satisfaction of the terms of the Agreement on or before September 30, 2024, (or later if an extension is approved by the Lender) the Borrower's Loan Amount will be deemed satisfied and paid in full.

If the Project is not successfully completed and/or the Agreement is not fulfilled or substantively breached, then the Borrower shall begin repaying the Loan Amount to the Lender beginning on October 15, 2024, pursuant to the terms and conditions outlined in section 5 of this Agreement.

This Agreement is NOT a negotiable instrument.

3. DISBURSEMENT

The maximum Loan Amount available to be disbursed to the Borrower pursuant to this Agreement shall be ~~\$5,000,000.00~~. The Parties agree that the Borrower shall only be reimbursed for actual costs incurred, and that the Lender's determinations of eligible and approved costs shall be final in all cases.

The Borrower must pay 100% of the cost of an approved capital expenditure before submitting a request for reimbursement of eligible costs. The Borrower shall submit monthly invoices for the acceptable reimbursable capital expenditures incurred up to the end of each month by the 15th of the following month. All invoices must be accompanied by proof of payment, such as receipts, other payment confirmations, cancelled checks (front & back), and/or electronic record of payment, as well as evidence of the good(s) being received or services rendered. Monthly invoices shall be submitted electronically to:

Emily Larson at GOFERR
Emily.A.Larson-G@goferr.nh.gov

*Or other GOFERR/State employee as designated by the Lender and communicated to the Borrower. The Borrower agrees to provide Lender with a quarterly report detailing the status of the capital improvement project at Easter Seals – Zachary Road Youth Residential Facility, including project and financial data required by U.S. Treasury for reporting purposes. Such reports are due within 15 days of the close of each calendar year quarter. The Borrower shall provide the Lender with the construction project plan with the first quarterly report.

Examples of information required as part of quarterly reporting include an accounting of the status of the overall project, expenditures incurred and paid by the Borrower as part of its obligation under this Agreement, details on contracts entered into by the Borrower, information concerning labor practices applicable to the project, an estimated date of completion for the entire capital expenditure project, and more.

If any changes are made to the construction project plan, Borrower shall provide those changes in the quarterly report. The quarterly reports shall be due on the 15th day following the last month of the quarter, with the first report due by January 15, 2023.

Quarterly reporting shall include an assessment of the project completion status by the Lender to help determine whether an extension may be necessary or whether repayment of loaned funds will be likely. In the event that the Lender deems a quarterly report reveals evidence of noncompliance, the Lender reserves the right to require more frequent reporting for monitoring purposes.

4. PROMISE TO PAY

For value received, the Borrower promises to pay \$5,000,000.00 (the "Loan"), this being the amount of the ARPA SFRF award applied for by the Lender, which represents up to 50% of the Project costs, as identified in Section 2 "PURPOSE OF AGREEMENT." As indicated in Section 2, should value of the Loan exceed 50% of eligible Project costs, the value shall be reduced to an amount not to exceed 50% of eligible Project costs.

5. PAYMENTS

As indicated in Section 2, "PURPOSE OF AGREEMENT," if the Project is not successfully completed and/or the Agreement is not fulfilled or substantively breached, then the Borrower shall begin repaying the Loan Amount to the Lender beginning on October 15, 2024, pursuant to the following terms.

The Borrower will repay the Loan at a rate of \$208,333.33 per month, which is the equivalent of the Loan balance being distributed equally across 24 monthly payments. The first payment will be due on or before October 15, 2024. All subsequent payments

will be due on or before the 15th day of each month, with payment due the first business day following a weekend or federal or State holiday if the 15th occurs on such a weekend or holiday. Payments will be made by check or money order, marked payable to the "State of New Hampshire," and mailed to the following address: *1 Eagle Square, Concord, NH 03301*. The Loan will be fully paid on or before September 15, 2026 which will be the 24th and final payment period.

6. INTEREST

The Loan will accrue interest at a rate of 0% per annum for the life of the Loan.

7. DEFAULT AND ACCELERATION

If the Borrower fails to make payments as detailed in Section 5, "PAYMENTS," of this Agreement, the Borrower will be in default. The Lender will notify the Borrower it is in default and the Borrower will have fifteen (15) days from the date of the notice to remedy the deficiency. If the Borrower remedies the deficiency within fifteen (15) days of the date on the default notice, the Lender will notify the Borrower that it is no longer in default.

If the Borrower fails to remedy the deficiency within sixty (60) days from the date of the notice to remedy the deficiency, the Lender, at its option, may declare all outstanding sums owed pursuant to this Agreement immediately due and payable, and the Lender may initiate litigation and collection actions to recover the Loan in full or to compel compliance with this Agreement.

8. PREPAYMENT

If the Borrower does not complete the entire project by September 30, 2024, and the Loan payments have started, the Borrower may prepay the Loan without penalty. If the Borrower prepays the Loan in part, such partial prepayment will not alleviate the Borrower's obligation to meet payment deadlines for subsequent periods until the Loan is fully repaid.

For example, Prepayment in pay period 1, for the equivalent of pay periods 1, 2, and 3, does not remove the Borrower's obligation to timely make its next payment in period 2 and all subsequent periods until the Loan balance is satisfied.

9. SEVERABILITY

In the event any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

10. CONFLICTING TERMS

The terms of this Agreement shall have authority and precedence over any other conflicting terms in any referenced agreement or document.

11. CHANGES OR ALTERATIONS

This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the Parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State, unless no such approval is required under the circumstances pursuant to State law, rule, or policy.

12. ASSIGNMENT

The Borrower shall not assign, or otherwise transfer, any interest in this Agreement without the prior written consent of the Lender.

13. INDEMNIFICATION

The Borrower shall defend, indemnify and hold harmless the Lender, its officers and employees, from and against any and all losses suffered by the Lender, its officers and employees, and any and all claims, liabilities, or penalties asserted against the Lender, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Borrower or subcontractor, or subgrantee or other agent of the Borrower. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Lender, which immunity is hereby reserved to the Lender. This covenant shall survive the termination of this Agreement.

14. NOTICE

Any notices required or permitted to be given pursuant to this Agreement shall be given in writing and shall be delivered (a) in person; (b) by certified mail, postage prepaid, return receipt requested; or (c) by electronic mail sent to a previously confirmed electronic mail address.

The Borrower must notify the Lender of bankruptcy or transfer or dissolution of the Borrower's business within 15 days of the qualifying event.

The Borrower must also notify the Lender of any change of primary address and contact information for the Borrower within 15 days of such a change.

15. GOVERNING LAW AND LITIGATION OF DISPUTES

This Agreement is entered in the State of New Hampshire and shall be governed under the laws of the State of New Hampshire, as well as any applicable federal regulations and guidance relative to ARPA SFRF.

The source of funding and eligibility for the Youth Residential Facility Improvement Program and distribution of funds subject to this Agreement is ARPA SFRF Section 602 (c)(1)(A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, (H.R. 1319, Section 9901 of ARPA, which amended Title VI of the Social Security Act to add Section 602), Expenditure Category 1.4 Prevention in Congregate Settings, as determined by U.S. Treasury and in accordance with any applicable federal guidance or requirements.

The Lender, at its discretion and in compliance with federal guidance may change and/or report on this project in a different Expenditure Category, if appropriate.

Any litigation regarding this Agreement will occur in a court of competent jurisdiction in the county where the Lender's principal place of business is located. Failure to enter into and follow through on this Agreement, or otherwise remit payment of recoupment owed, will result in the Lender referring the matter to the New Hampshire Department of Justice for collection.

16. REPORTING

The Borrower shall comply with any applicable federal reporting requirements established by U.S. Treasury relative to these loaned funds, as determined by U.S. Treasury and when notified of such requirements by the Lender.

17. RECORD RETENTION

Between the effective date and the date five (5) years after the completion date of this Agreement, at any time during the Borrower's normal business hours, and as often as the Lender, the U.S. Department of Treasury or United States Office of Management and Budget (OMB) shall demand, the Borrower shall make available to the Lender, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Borrower shall permit the Lender, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this Agreement. As used in this agreement, "Borrower" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Borrower in Section 1, "The Parties."

18. NON-WAIVER

No failure by the Lender in exercising Lender's rights under this Agreement shall be considered a waiver of such rights.

No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the Lender to enforce each and all of the provisions hereof upon any further or other default on the part of the Borrower.

19. CONFLICT OF INTEREST

No representative, officer, or employee of the Lender or of the authorizing bodies of this Agreement, who exercises any functions or responsibilities in the review or approval of this Agreement and the exercise of its terms, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

20. CONDITIONAL NATURE OF AGREEMENT

This Agreement is contingent upon approval by the Governor and Executive Council.

Notwithstanding anything in this Agreement to the contrary, all obligations of the Lender hereunder are contingent upon the availability or continued appropriation of funds, and in no event shall the Lender be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the Lender shall have the right to withhold disbursement or payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Borrower notice of such termination.

21. INTEGRATION

There are no verbal or other agreements that modify or affect the terms of this Agreement, except as indicated in Sections 2 and 11 of this Agreement.

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the Parties, and supersedes all prior agreements and understandings relating hereto, except for any such subsequent modifications or revisions pursuant to the Sections outlined above.

22. EFFECTIVE DATE

Notwithstanding any provisions of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement and all obligations of the Parties hereunder shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the Lender.

ACCEPTANCE AND ACKNOWLEDGEMENT

With the signature below, I, the Borrower's Agent, duly authorized and acting on behalf of the Borrower, affirm that I have read and understood this Agreement, and execute it with the intent that the Borrower be bound by its terms.

Borrower's Name and Mailing Address:

Easter Seals NH, Inc.
555 Auburn Street
Manchester, NH 03103

Borrower's Vendor Number:

177204

Borrower's E-mail Address:

mbeauregard@eastersealnh.org

Borrower's Agent Signature:

Maureen Beauregard

Date: 12/6/2022

Borrower's Agent's Name and Title:

Maureen Beauregard, President & CEO

Borrower's Business Name (if different from above):

Borrower's Business Address (if different from above):

State of New Hampshire, GOFERR

Chase HS

Date: 12/7/22

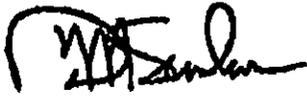
Approval of the New Hampshire Department of Justice

Shari Phillips

Date: 12/8/2022

Approval by the Governor and Executive Council (if applicable):

G&C Item number: 64C G&C Meeting Date: DEC 21 2022



SECRETARY OF STATE

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that **EASTER SEALS NEW HAMPSHIRE, INC.** is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61290

Certificate Number: 0005774611



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a circular stamp or mark.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Easter Seals New Hampshire, Inc., which includes Manchester Alcoholism Rehabilitation Center, a program of Easterseals NH.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 12, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

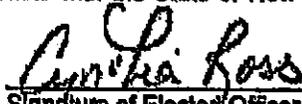
VOTED: That Maureen Beauregard, President & CEO; Lisabritt Solsky Stevens, Chief Govt Relations & Compliance Officer; Catherine Kuhn, Chief Operating Officer; Tina Sharby, Chief Human Resources Officer; Catherine Kuhn, Chief Operating Officer; Peter Hastings, Chief Information Officer; and Pamela Hawkes, Chief Development Officer (may list more than one person)
(Name and Title of Contract Signatory)

are duly authorized on behalf of Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 12/8/2022



Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Hays Companies, Inc. 980 Washington St., Suite 325 Dedham MA 02026	CONTACT NAME: Taniela Drigo PHONE (A/C, No. Ext.): FAX (A/C, No.): E-MAIL ADDRESS: Taniela.Drigo@hbcrown.com
	INSURER(S) AFFORDING COVERAGE
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	INSURER A: The North River Insurance Company NAIC # 21105
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER: 23-24 WG** **REVISION NUMBER:**

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

INSURER	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOO OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE/AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE LTD . RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (Yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N	406-739207-7	1/1/2023	1/1/2024	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Governor's Office for Emergency Relief and Recovery One Eagle Square Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/TADRIG <i>JHays</i>
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