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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 30, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into an amendment to an existing Use of Premises Agreement with Easter Seals New Hampshire, Inc. (VC# 177204), Manchester, New Hampshire, for the purpose of continuing to operate and maintain a community residence, by exercising a contract renewal option by extending the completion date from July 1, 2025 to June 30, 2030, effective July 1, 2025, upon Governor and Council approval.

The original contract was approved by Governor and Council on September 15, 2021, item #14A.

EXPLANATION

The purpose of this request is to exercise an available renewal option to allow the Contractor to continue utilizing the State-owned residence at 87 Pleasant St, Concord, New Hampshire, also known as Cottage House, for permanent, temporary, or emergency housing for individuals with a developmental disability or acquired brain disorder. The Contractor currently serves three (3) individuals at Cottage House. Individuals residing at Cottage House are referred to the Contractor by social workers at New Hampshire Hospital, Area Agencies, service coordinators, or by other organizations throughout New Hampshire.

The Contractor will continue to be responsible to protect, repair and maintain the premises to be in good working order and condition, to pay for utilities, for all housekeeping and sanitation, for routine household tasks, to conduct fire extinguisher inspections, for snow removal, and for any damage due to occupancy or leasehold improvements. The Contractor will continue to ensure Cottage House is an He-M 1001 Certified Residence.

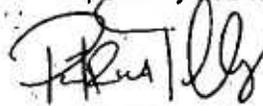
Approximately three (3) individuals at any given time with a developmental disability and/or acquired brain disorder will be served through June 30, 2030.

As referenced in the original Use of Premises Agreement, Section 5, Term and Termination, the parties have the option to extend the agreement for up to five (5) additional years, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew the Agreement for five (5) years of the five (5) years available.

Should the Governor and Council not authorize this request, the Contractor, which operates the Cottage House certified community residence will no longer have a residence to

provide these critical housing and supportive services. Additionally, the Contractor currently serves three (3) residents who would be at risk of homelessness.

Respectfully submitted,



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Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Cottage House Use of Premises Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Easter Seals New Hampshire, Inc. ("the Contractor").

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on September 15, 2021 (Item #14A), the Contractor agreed to perform certain requirements based upon the terms and conditions specified in the Agreement; and

WHEREAS, pursuant to the Agreement, Section 15, Amendments, the Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Agreement and set forth herein, the parties hereto agree to amend as follows:

1. *Modify Use of Premises Agreement Between the New Hampshire Department of Health and Human Services and Easter Seals NH, Section 5, to read:*
5. **Term and Termination:** The Agreement Period is July 1, 2021, through June 30, 2030, subject to Governor and Executive Council approval. This Agreement shall automatically terminate if Easter Seals New Hampshire fails to maintain certification as a Community Residence. This Agreement may be terminated by either party for any reason upon sixty (60) days written notice to the other party delivered by hand or by certified mail to the other party's address listed in Section 1 above.

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All terms and conditions of the Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/24/2025

Date

DocuSigned by:

Melissa Hardy

1323A24040DF495

Name: Melissa Hardy

Title: Director, DLTSS

Easter Seals New Hampshire, Inc.

4/23/2025

Date

DocuSigned by:

Catherine Kuhn

B3B35BF0976D42A

Name: Catherine Kuhn

Title: COO

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

OFFICE OF THE ATTORNEY GENERAL

4/25/2025

Date

DocuSigned by:
Robyn Guarino

748734844041460

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 "David M. Scanlan".

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 11, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maureen Beauregard, President & CEO; Catherine Kuhn, Chief Operating Officer; Jeffrey Zwillenberg, Chief Administrative Officer; Pamela Hawkes, Chief Development Officer; Michele Taiwani, SVP Marketing & Communications or Bradford E. Cook, 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: April 23, 2025



Signature of Elected Officer

Name: Cynthia Ross

Title: Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Brown & Brown Insurance Services, Inc. 980 Washington St., Suite 325 Dedham MA 02026	CONTACT NAME: Rich Camelio PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Rich.Camelio@bbrown.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The North River Insurance Company</td> <td style="text-align: center;">21105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The North River Insurance Company	21105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103															

COVERAGES **CERTIFICATE NUMBER: 25-26 WC** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
	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"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____																
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	406-741440-6	1/1/2025	1/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td colspan="3"></td> <td style="text-align: right;">E.L. EACH ACCIDENT \$ 1,000,000</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: right;">E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: right;">E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td> </tr> </table>	X	PER STATUTE	OTH-ER					E.L. EACH ACCIDENT \$ 1,000,000				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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			E.L. DISEASE - POLICY LIMIT \$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Department of Health & Human Services is included as additional insured where required by written contract.

CERTIFICATE HOLDER Department of Health & Human Services 129 Pleasant St. 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 Owen Callaghan/RASTAP <i>Owen Callaghan</i>
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shiblett
Commissioner

Nancy L. Rollins
Interim Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-3166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 17, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Retroactive Use of Premises Agreement** with Easter Seals New Hampshire, Inc. (VC#177204), Manchester, New Hampshire, for the purposes of operating a community residence, with the option to renew for up to five (5) additional years, effective retroactive to July 1, 2021, upon Governor and Council approval through July 1, 2025.

EXPLANATION

This request is **Retroactive** because Easter Seals New Hampshire, Inc. (Easter Seals) currently occupies Cottage House, which is the state-owned facility at 87 Pleasant Street, Concord, New Hampshire through an unwritten agreement that occurred prior to current Department leadership. This request is **Sole Source** because Easter Seals is currently providing critical services to the needs of the population housed at Cottage House.

The purpose of this request is to allow Easter Seals to continue to use the State-owned building at 87 Pleasant Street, Concord, New Hampshire, which is also known as Cottage House. This Use of Premises Agreement allows Cottage House to use the facility, at no cost, to operate a Community Residence certified under Revised Statutes Annotated 126-A:20, Standards and Certification for Community Living Facilities and New Hampshire Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences. Easter Seals currently houses three (3) individuals at Cottage House. Residents who live there are referred to Easter Seals by social workers at New Hampshire Hospital, Area Agencies, Easter Seals case managers, or by other organizations throughout New Hampshire. The facility provides permanent, temporary, or emergency housing for individuals with a developmental disability or acquired brain disorder.

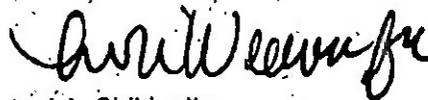
Easter Seals is responsible to protect, repair and maintain the premises in good order and condition, to pay for utilities, for all housekeeping and sanitation, for routine household tasks, to conduct fire extinguisher inspections, for snow removal, and for any damage due to occupancy, or leasehold improvements. Easter Seals may use the Department of Information Technology cables only as approved by the Department of Information Technology. The Department is responsible to conduct routine inspections, preventative and routine maintenance, fire drills, and respond to emergency maintenance requests.

As referenced Section 5, Term and Termination of the attached Use of Premises Agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

Should the Governor and Council not authorize this request, the certified Community Residence, operated by Easter Seals, serving 3 residents, would no longer have a facility which to operate.

Respectfully submitted,



Lori A. Shabinette
Commissioner

**USE OF PREMISES AGREEMENT
BETWEEN
THE NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES
AND
EASTER SEALS NH**

1. **Introduction:** This Use of Premises Agreement (hereinafter referred to as "Agreement") is entered into by and between the State of New Hampshire, Department of Health and Human Services, NH Hospital (hereinafter "State"), of 36 Clinton Street, Concord, NH 03301 and Easter Seals New Hampshire, Inc. (hereinafter "Easter Seals NH") of 555 Auburn Street, Manchester NH 03103, to establish the terms and conditions under which Easter Seals NH may use certain premises owned by the State. The State and Easter Seals NH are mutually referred to as the parties.
2. **Authority:** Pursuant to RSA 126-A, the Commissioner of the New Hampshire Department of Health and Human Services has the responsibility for the administrative and executive direction of the Department and the properties and facilities under its jurisdiction. Such properties include certain buildings that are part of the Governor Hugh Gallen Office Park as defined in RSA 4:39-a.
3. **Definition of Premises:** The premises consists of the building identified by the State as Cottage House, which is a 2,750 square foot two story brick/mortar building located at 87 Pleasant Street in Concord, New Hampshire on the Governor Hugh Gallen State Office Park Campus. There are no assigned parking spaces included in the premises.
4. **Grant of Permission for Use of Premises and Terms of Use:** The State hereby gives permission, which is revocable and terminable as hereinafter provided, to Easter Seals NH to use the above-defined premises to operate a Community Residence certified under Revised Statutes Annotated 126-A:20, Standards and Certification for Community-Living Facilities and NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences.

Easter Seals NH acknowledges that the State has title to the premises and shall not assail, resist or deny such title. Easter Seals NH also acknowledges that this Agreement constitutes a revocable certification for the use of the premises and that this Agreement does not create a lease nor any right to the possession of the property, and does not create any estate or interest in the property.

Easter Seals NH shall be subject to general supervision of the State and shall be subject to rules and regulations prescribed by the State of New Hampshire including, but not limited to, meeting the requirements of the Department's Health Facilities Administration and the State of New Hampshire Fire Marshall's Office regulations.

Easter Seals NH must comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste.

Should Easter Seals NH discover any violations to applicable federal, state and local laws, rules, regulations or standards, it shall report the violations immediately to the State and, at their own expense, be responsible for any costs incurred as a result of the violation of the aforementioned federal, state and local laws, rules, regulations or standards. Easter Seals NH agrees that any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter the premises, at all times (with reasonable notice) for any purpose, including inspection, and Easter Seals NH shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee or contractor thereof.

Easter Seals NH shall not make any construction, alterations, additions or improvements to the premises without first obtaining the prior-written approval of the Department. Easter Seals NH shall ensure all work, repairs, renovations, or replacements approved by the State are guaranteed by the vendors completing the work, against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of completion of the work.

Easter Seals NH shall ensure that if, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the State is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, Easter Seals NH shall promptly upon receipt of notice from the State, and at the Easter Seals NH's own expense (1) place in satisfactory condition in every particular, all guaranteed work and correct all defects therein; (2) make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the State, is the result of the use of materials, equipment or workmanship which are inferior or defective; and (3) make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

Easter Seals NH is responsible for all repairs due to wear or negligence on the part of its employees, clients, guests or invitees.

The State shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the premises and its use and occupation by Easter Seals NH, or from damage to their property, or damage to the property, or injuries to the persons of Easter Seals NH or any officers, employees, servants, agents, contractors, or others who may be at the premises at their invitation or the invitation of any one of them arising from governmental activities at the premises. Easter Seals NH expressly waives all claims against the State for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the use of the premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.

Easter Seals NH agrees that on the date this Agreement terminates, it shall vacate the premises and shall remove all personal property and restore the premises to a condition satisfactory to the State, with damages beyond the control of Easter Seals NH and due to ordinary wear and tear excepted. If Easter Seals NH neglects to remove their personal property and to so restore the premises, then at the option of the State, such property shall either become property of the State without compensation therefore, or the State may cause property to be removed and the premises to be so restored at the expense of Easter Seals NH, and no claim for damage against the State or its officers, employees or agents shall be created by or made on account of such removal and restoration work.

5. **Term and Termination:** This Agreement is retroactively effective to July 1, 2021, through July 1, 2025, subject to Governor and Executive Council approval. The parties may agree to extend the Term for up to an additional five (5) years. This Agreement shall automatically terminate if Easter Seals NH fails to maintain certification as a Community Residence. This Agreement may be terminated by either party for any reason upon sixty (60) days written notice, which notice shall be delivered by hand or by certified mail to the address listed in paragraph 1 above.
6. **Payment.** Unless otherwise specified herein, the parties shall be responsible for their respective costs.
7. **Responsibilities of the State:** The State shall:

- a. Complete monthly inspections of the premises and review and prioritize the Maintenance Checklist developed by the Easter Seals NH Liaison per paragraph 8 below;
- b. Conduct scheduled preventative maintenance inspections and repairs for all equipment on the premises to include, HVAC systems, drains, and backflow preventers;
- c. Replace, as needed, equipment to include, HVAC systems, sump pumps, plumbing fixtures, drains, and backflow preventers;
- d. Maintain all electrical wiring and related hard-wired lighting, receptacles and panel board fixtures;
- e. Provide routine building maintenance during normal business hours, Monday through Friday, 7:00 AM - 3:00 PM. Routine maintenance is defined as normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances) and does not include damage resulting in abuse or neglect by the contractor or its agents, consumers, and visitors;
- f. Respond immediately to emergency maintenance requests that threaten the health and safety of residents, staff, and property as needed, 24/7;
- g. Provide manufacturers recommended maintenance and testing of the generator, and written documentation of the test and results;
- h. Conduct fire drills in accordance with applicable compliance regulations, and provide Easter Seals NH with written documentation of the test and results;
- i. Provide Police Coverage/Protection including Life-Alert through the State Office Complex Police;
- j. Monitor the HVAC environment via the Building Automation System;
- k. Maintain locks and replace lost or damaged keys; and
- l. Provide ground maintenance, defined as lawn mowing, trimming of trees, bushes and shrubs and plowing of main road leading to the building.

8. Responsibilities of Easter Seals NH: Easter Seals NH shall:

- a. Protect, repair and maintain the premises in good order and condition and shall exercise due diligence in protecting the premises against damage or destruction by fire, vandalism, theft or other causes;
- b. Be responsible and pay all utilities (including Natural Gas, Water/Sewer, Electric, and Waste Disposal). Easter Seals NH must establish accounts for all utilities in its name, with NH Hospital named as "second" on each utility account. Invoices for each utility shall be sent directly to and paid by Easter Seals.NH;
- c. Assign a Liaison and backup to develop a Maintenance Checklist for routine repairs/maintenance needed. The Maintenance Checklist will be available for NH Hospital to review and prioritize during monthly inspections conducted by the NH Hospital Facilities Office. Liaisons will be the only persons who shall contact NH Hospital Facilities;
- d. Designate a liaison to be responsible for all keys, to include distribution, tracking, and communication with the NH Hospital Facilities Office for lock repair or key replacement;

- e. Be responsible for all housekeeping/sanitation and routine household tasks, such as, moving of furniture, changing light bulbs, and minor plumbing repairs, such as, toilet unclogging;
 - f. Be responsible for window air conditioners maintenance, repairs, and replacement;
 - g. Call State Office Complex Police if there is an emergency requiring maintenance after normal business hours;
 - h. Maintain, repair, and replace household appliances, such as, dishwashers, washer and dryer, and stoves;
 - i. Be responsible for maintenance, repair, and replacement of landscaping features/decorations;
 - j. Conduct monthly fire extinguisher inspections and testing of egress lighting. Maintain and/or or replace the extinguishers annually as necessary in accordance with Health Facilities Administration Licensing and Certifications and the State Fire Marshall's Office requirements;
 - k. Maintain and inspect all fire protection related equipment in accordance with applicable local, state, and federal regulations, and provide the written documentation of the test and results with the NH Hospital Director of Facilities;
 - l. Properly maintain all equipment and pay for any equipment needing replacement or repair;
 - m. Use the Department's Information Technology (IT) cables only as approved by the Department of Information Technology;
 - n. Pay for the personal alarm ("Life Alert") system;
 - o. Complete snow removal and de-icing of steps and walkways adjacent to the building;
 - p. Purchase, supply, launder, and manage all linens (sheets, pillowcases, bath towels, and face cloths);
 - q. Ensure all buildings are free of pests and pay for pest extermination services if needed;
 - r. Dispose of recycling materials; and
 - s. Be responsible for any damage due to occupancy, or leasehold improvements, including interior painting and floor covering repair or replacement.
9. **Relationship to the State:** In the performance of this Agreement, Easter Seals NH is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Easter Seals NH nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.
10. **Non-Assignment:** Easter Seals NH shall not assign or otherwise transfer any interest in this Agreement.
11. **Indemnification:** Unless otherwise exempted by law, Easter Seals NH shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers and employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct.

Easter Seals NH shall indemnify, save, hold harmless and defend the State, its officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or

arising out of any activities conducted under this Use of Premises Agreement and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by Easter Seals NH giving rise to liability to the State, civil or criminal, or responsibility under federal, state or local environmental laws.

The State shall not be liable for any costs incurred by Easter Seals NH arising under this paragraph. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This paragraph shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.

12. Insurance: Easter Seals NH shall, at its sole expense, obtain, and continuously maintain in force, the following insurance:

- a. Commercial general liability insurance against any claims of bodily injury, death, or property damage, in amounts not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or excess and Umbrella Coverage in the amount of \$15,000,000; and
- b. Contractor shall furnish to the State, a certificate(s) of insurance for all insurance required under this Premises Use Agreement. Easter Seals NH shall also furnish to the State certificate(s) of insurance for all renewal(s) of insurance required under this Premises Use Agreement no later than ten (10) days prior to expiration date of each insurance policy.

13. Workers' Compensation: By signing this Agreement Easter Seals NH agrees, certifies and warrants that it is in compliance with or exempt from, the requirements of N.H. RSA 281-A (Workers' Compensation).

- a. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Easter Seals NH or any subcontractor or employee of Easter Seals NH, which might arise under applicable State of NH Workers' Compensation laws in connection with the performance of this Agreement.

14. Notice: The parties agree that any notice, order, direction, determination, requirement, consent, or approval under this Agreement shall not be effective unless it is in writing. All notices to be given pursuant to this Agreement shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in paragraph 1 above.

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

16. Choice of Law and Forum: This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

17. Third Parties: The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

- 18. **Headings:** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 19. **Severability:** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 20. **Entire Agreement:** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

DocuSigned by:
Lori A. Weaver 8/19/2021
4C4A92894125473

Lori A. Weaver, Deputy Commissioner Date
NH Department of Health and Human Services

DocuSigned by:
Elin Treanor 8/18/2021
0EBBE4077A63473

Elin Treanor, Chief Financial Officer Date
Easter Seals NH

Contractor Initials ET
Date 8/18/2021

