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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Shibiette
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver
Deputy Commissioner

January 21, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, and 2020-21, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into **Retroactive, Sole Source** amendments to existing contracts with the Contractors listed below to continue accommodating first responders exposed to the COVID-19 virus by exercising contract renewal options by increasing the total price limitation by \$1,419,200 from \$34,800 to \$1,454,000 and by extending the completion date of the Chatham Exeter HAS Leasco LLC d/b/a Hampton Inn & Suites-Exeter contract from July 10, 2020, to June 30, 2021, and the completion dates of the other four contracts from August 31, 2020, to June 30, 2021, effective retroactive to September 1, 2020. 75% Other Funds. 25% General Funds.

The individual contracts were approved by the Governor as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Approval Dates
NEP Manchester CY (NH) Owner, LLC	272738	Manchester	\$9,900	\$490,100	\$500,000	O: 04/18/20 A1:08/31/20
Kylmeg Hotel Management, L.L.C. d/b/a Margate Resort	177339	Laconia	\$9,900	\$190,100	\$200,000	O: 04/02/20 A1:08/31/20
Mon-Club Management, Inc.	278843	Lincoln	\$4,000	\$146,000	\$150,000	O: 03/31/20 A1:07/16/20
Town & Country Inn and Resort, Inc.	154284	Shelburne	\$4,000	\$100,000	\$104,000	O: 03/31/20 A1:07/01/20
Chatham Exeter HAS Leasco LLC d/b/a Hampton Inn & Suites-Exeter	317693	Hampton	\$7,000	\$493,000	\$500,000	O: 04/10/20 A1:08/26/20
		Total:	\$34,800	\$1,419,200	\$1,454,000	

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-95-950010-19190000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS, HHS:
 OFFICE OF THE COMMISSIONER, COMMISSIONERS OFFICE, COVID19 FEMA DHHS**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-502507	Contracts for Oper Svc	95010899	\$31,800	\$0	\$31,800
2021	103-502507	Contracts for Oper Svc	95010899	\$3,000	1,419,200	1,422,200
			Total	\$34,800	\$1,419,200	1,454,000

EXPLANATION

These amendments are **Retroactive** because, in the interest of the public's health and safety, the Department was required to take quick action to continue providing hotel accommodations for first responders by extending services beyond the current contract expiration dates. The amendments are **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. Additionally, the Department, in the interest of the public's health and safety, identified Contractors with capacity to quickly respond to the COVID-19 pandemic.

The purpose of these amendments is to continue providing accommodations to first responders who experienced unprotected exposure to individuals who may have contracted COVID-19 in order to prevent further spread of the virus. Services are being extended to include healthcare facilities staff who are either exposed to COVID-19 or who test positive for COVID-19 and who are not permitted to return home due to the risk of infecting or exposing household members to COVID-19.

Between March and August of 2020, the State received requests for and placed 284 healthcare workers and first responder for 3,936 nights. It is estimated there will be upwards of 500 healthcare workers and first responders for approximately 5,000 nights from August 31, 2020, to June 30, 2021.

The Contractors communicate directly with the Emergency Support Function 6 (ESF 6) desk in the State Emergency Operations Center (SEOC) to confirm eligibility of individuals seeking accommodations under contracted services. The Contractors agree to take calls and reservations 24/7 and provide rooms when rooms are available. Rooms are cleaned according to industry standards between guests.

As referenced in Exhibit A, Revisions to Standard Contract Provisions of the original contracts, the parties have the option to extend the agreements for up to one (1) additional year. The Department is exercising its option to renew services for ten (10) of the ten (10) months available.

Area served: Statewide

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Lori A. Shibinette
Commissioner



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Accommodations for First Responders Contract**

This 2nd Amendment to the Accommodations for First Responders Contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NEP Manchester CY (NH) Owner, LLC, (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 590 Madison Avenue 34th Floor, New York, NY, 10022.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department on April 8, 2020, as amended and approved by the Governor on August 31, 2020, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$500,000.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.2, to read:
 - 1.2 The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining First Responders who experienced an unprotected exposure to an individual who may have contracted COVID-19 based on signs and symptoms of the virus. For the purpose of this contract First Responders include, but are not limited to:
 - 1.2.1 Law Enforcement personnel.
 - 1.2.2 Paramedics.
 - 1.2.3 Hospital personnel.
 - 1.2.4 Fire Department personnel.
4. Modify Exhibit B, Scope of Services, Section 1., Subsection 1.8, to read:
 - 1.8 The Contractor shall provide rooms, based on availability, upon request at the applicable rates identified in Exhibit C, Payment Terms.



New Hampshire Department of Health and Human Services Accommodations for First Responders

5. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.9, to delete in its entirety.
6. Modify Exhibit B, Amendment 1, Scope of Services, Subsection 1.10, to delete in its entirety.
7. Modify Exhibit C, Payment Terms, Section 4, to read:
 4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov, or invoices may be mailed to:

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



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

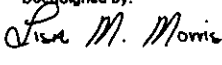
All terms and conditions of the Contract not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective September 1, 2020, with Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

10/29/2020

Date


DocuSigned by:


Name: Lisa M. Morris
Title: Director, Division of Public Health Svcs.

NEP Manchester CY (NH) Owner, LLC

10/27/2020

Date

DocuSigned by:


Name: Donna Hansen
Title: vice president



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

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

OFFICE OF THE ATTORNEY GENERAL

11/3/2020

Date

DocuSigned by:

08CA0303E32CAAE

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEP MANCHESTER CY (NH) OWNER, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 19, 2015. 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: 722901

Certificate Number: 0005034731



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of October A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

OF

NEP MANCHESTER CY (NH) OWNER, LLC
(a Delaware limited liability company)

The undersigned, being the secretary of NEP Manchester CY (NH) Owner, LLC (the "Company"), hereby certifies as follows:


The person indicated below is a duly qualified and acting officer of the Company, holding the position opposite of her name, and such person is authorized to execute documents on behalf of the Company:

Donna Hansen Vice President

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate in the name and on behalf of the Company on and as of the 23rd day of October, 2020.

NEP MANCHESTER CY (NH) OWNER, LLC,
a Delaware limited liability company

By:  _____
Name: Ronald M. Sanders
Title: Secretary



ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Island Hospitality Management VI LLC (DE) 222 Lakeview Avenue, Suite 200 West Palm Beach, FL 33401	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

GL Forms:
 Waiver CG2404 0509. Additional Insured CG2026 0413. Additional Insured Franchisor CG2029 04 13. Primary & Non-Contributory CG2001 0413.
 EGL09180516 Primary & Non-Contributory for specific entities where applicable. Herbicide & Pesticide Limited Pollution EGL0647 0716. NY Third Party Cancel
 (30 days) EGL1380 0616. GKLL (State of MA ONLY) Included in GL Policy (\$1M Limit – Each Location & Aggregate, subject to \$1,000 comp/coll deductible) Per
 form EGL0645 0616.

Auto Forms:
 Additional Insured: SCA 01 002 1013; SCA 01 016 0718 (FL); SCA 01 013 0718 (NY); SCA 01 014 078 (KY). Various state specific provisions apply per policy.
 Waiver: CA0444 10-13. Primary & Non-Contributory: SCA00 012 10/13 and SCA01 016 0310 (FL). Various state specific provisions apply per policy. GKLL (All
 Other States except MA) Included in Auto Policy (\$1M Comprehensive Limit subject to deductibles of \$1,000 each auto/\$2,500 maximum for all loss in any one
 event; \$1M Collision subject to a deductible of \$1,000 for each customer's auto) per form CA9937 10/13. Hired Car Physical Damage – ACV subject to: \$100
 Comprehensive Deductible; \$1,000 Collision Deductible

Workers Comp Forms: Waiver WC000313 4-84.

Umbrella Liability Policy#: GUH30002608100 - Effective 12/31/2020 - 12/31/2021
 Carrier: Endurance Assurance Corporation - NAIC# 11551; AM Best Rating: A+ XV
 Limit: \$5,000,000; Retention: \$10,000

Excess Liability Policy#: MKLM6MM30000241 - Effective 12/31/2020 - 12/31/2021
 Carrier: Markel American Insurance Company - NAIC# 28932; AM Best Rating: A XV
 Limit: \$5,000,000 xs \$5,000,000

Excess Liability Policy#: EXS1795697-00 - Effective 12/31/2020 - 12/31/2021
 Carrier: Associated Industries Insurance Co. - NAIC# 23140; AM Best Rating: A- XV
 Limit: \$5,000,000 xs \$10,000,000

Excess Liability Policy#: ECO2160612791 - Effective 12/31/2020 - 12/31/2021
 Carrier: Ohio Casualty Insurance Company - NAIC# 24074; AM Best Rating: A XV
 Limit: \$10,000,000 xs \$15,000,000

Excess Liability Policy#: EXC3284329 - Effective 12/31/2020 - 12/31/2021
 Carrier: Great American Assurance Company - NAIC# 26344; AM Best Rating: A+ XV
 Limit: \$25,000,000 xs \$25,000,000

Excess Liability Policy#: USL008581205 - Effective 12/31/2020 - 12/31/2021
 Carrier: Fireman's Fund Insurance Company - NAIC# 21873; AM Best Rating: A+ XV
 Limit: \$25,000,000 xs \$50,000,000

Excess Liability Policy#: XC5EX00885-201 - Effective 12/31/2020 - 12/31/2021
 Carrier: Everest National Insurance Company - NAIC# 10120; AM Best Rating: A+ XV
 Limit: \$12.5M p/o \$25,000,000 xs \$75,000,000

Excess Liability Policy#: US00106779LI20A - Effective 12/31/2020 - 12/31/2021
 Carrier: XL Insurance America, Inc. - NAIC# 24554; AM Best Rating: A+ XV
 Limit: \$12.5M p/o \$25,000,000 xs \$75,000,000

Employment Practices Liability Policy#: MR191915 - Effective 12/31/2019 - 2/1/2021
 Carrier: Underwriters at Lloyds, London (AM Best Rating: A XV)
 Limit: \$5,000,000 Each Claim and Max Limit Subject to SIR of \$75,000 Each and Every Claim.

Crime Policy#: CCP00415421 - Effective: 11/1/2020 – 11/1/2021
 Carrier: Fidelity and Deposit Company of Maryland (NAIC 39306; AM Best A+ XV)
 Limit: Employee Dishonesty (Theft) \$1,000,000 / Deductible \$5,000; Guest Property-In Safe Deposit Box \$100,000; Guest Property Inside the Premises
 \$500,000 Occurrence / \$20,000 Per Guest. Guest Property Deductible: \$1,500

Terrorism Liability Policy#: FC0177620 - Effective 12/31/2020 - 12/31/2021
 Carrier: Underwriters at Lloyds, London - AM Best Rating: A XV
 Limit \$50,000,000 Per Occurrence subject to \$25,000 Deductible Each Occurrence

E&O - Professional Liability Policy#: 0310-4941 - Effective 12/31/2020 - 12/31/2021
 Carrier: Allied World Surplus Lines Insurance Company - NAIC# 24319; AM Best Rating: A XV
 Limit: \$5,000,000 Each Claim Including Claim Expenses and SIR \$10,000 Each and Every Claim

Cyber Policy Number W1D407190401 - Effective 12/31/19 - 2/1/21
 Carrier: Underwriters at Lloyds, London - AM Best Rating: A XV
 Policy Aggregate \$3M subject to \$75,000 Retention Each Claim; \$10,000 Retention for Forensic & Public Relations/Crisis Management and \$5,000 for Legal.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Island Hospitality Management VI LLC (DE) 222 Lakeview Avenue, Suite 200 West Palm Beach, FL 33401	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Description of Operations:

RE: Courtyard by Marriott – 700 Huse Road, Manchester, NH 03103
NEP Manchester CY (NH) Owner, LLC and NEP Ops-T, LLC are included as named insureds.



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Accommodations for First Responders Contract**

This 1st Amendment to the Accommodations for First Responders Contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and NEP Manchester CY (NH) Owner, LLC, (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 590 Madison Avenue 34th Floor, New York, NY, 10022.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department of Health and Human Services on April 8, 2020 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
August 31, 2020
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$161,753.
3. Modify Exhibit B, Scope of Services, Section 1.9 to read:
 - 1.9. The Contractor shall contact the New Hampshire Department of Health and Human Services:
 - 1.9.1. Upon the completion of the event to schedule a deep cleaning of all rooms utilized by the State of New Hampshire for the purposes outlined in this agreement.
 - 1.9.2. By calling David Clapp, Director of Facilities Management, at (603) 271-9501.
 - 1.9.3. By sending a follow up email to David.Clapp@dhhs.nh.gov.
4. Modify Exhibit B, Scope of Services to add Section 1, Subsection 1.10 to read:
 - 1.10. The Contractor shall send written acknowledgment that all utilized rooms have been deep cleaned in accordance with this agreement, ensuring acknowledgement is sent to:

State of New Hampshire
Department of Health and Human Services
Attn: Director of Facilities Management
129 Pleasant Street
Concord, NH, 03301



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, and 2020-10.

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

7/17/20

Date

Name:
Title:

*Ann Lambert
Associate Comptroller*

NEP Manchester CY (NH) Owner, LLC

7/6/2020

Date

DocuSigned by:

Name: Donna Hansen
Title: Vice President



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

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

OFFICE OF THE ATTORNEY GENERAL

08/06/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive 2020-04 as extended by Executive Orders 2020-05 and 2020-08, and 2020-10.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

CERTIFICATE OF AUTHORITY

OF

NEP MANCHESTER CY (NH) OWNER, LLC
(a Delaware limited liability company)

The undersigned, being the secretary of NEP Manchester CY (NH) Owner, LLC (the "Company"), hereby certifies as follows:


The person indicated below is a duly qualified and acting officer of the Company, holding the position opposite of her name, and such person is authorized to execute documents on behalf of the Company:

Donna Hansen Vice President

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate in the name and on behalf of the Company on and as of the 15th day of July, 2020.

NEP MANCHESTER CY (NH) OWNER, LLC,
a Delaware limited liability company

By: 
Name: Ronald M. Sanders
Title: Secretary

Subject: Accommodations for First Responders (SS-2020-OCOM-04-ACCOM-03)

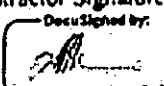
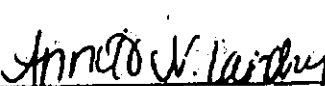
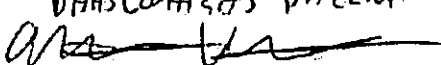
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services.		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name NEP Manchester CY (NH) Owner, LLC.		1.4 Contractor Address 590 Madison Avenue 34 th Floor New York, NY 10022	
1.5 Contractor Phone Number (603) 641-4900	1.6 Account Number 010-090-7039-500731-90027027	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$9,900
1.9 Contracting Officer for State Agency Nathan D. White, Director.		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 4/6/2020		1.12 Name and Title of Contractor Signatory Donna Hansen, Vice President	
1.13 State Agency Signature  Date: 4/8/2020		1.14 Name and Title of State Agency Signatory Ann Landry, Assoc. Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/8/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.


6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

DS


8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

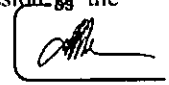
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor 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 or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the



Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

18. 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.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. 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.

21. 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.

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

23. 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.

24. 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.

New Hampshire Department of Health and Human Services
Accommodations for First Responders
EXHIBIT A



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to one (1) of year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

**New Hampshire Department of Health and Human Services
Accommodations for First Responders
EXHIBIT B**



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall ensure room accommodations are available at the Courtyard by Marriott Manchester-Boston Regional Airport located at 700 Huse Road, Manchester, New Hampshire 03103 for the State of New Hampshire for purposes described in this agreement.
- 1.2. The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining First Responders who experienced an unprotected exposure to an individual who may have contracted COVID-19 based on signs and symptoms of the virus.
- 1.3. The Contractor shall ensure rooms are segregated into one (1) area of the establishment ensuring independent access from the outside, when possible.
- 1.4. The Contractor shall provide clean linens and towels on a daily basis. The Contractor shall:
 - 1.4.1. Collect dirty linens and towels that are bagged by the First Responders and left outside of the entrance to the occupied room.
 - 1.4.2. Ensure clean linens and towels are left outside of each occupied room.
 - 1.4.3. Ensure cleaning products are provided to each occupied room to ensure each First Responder has the ability to sanitize the room on a daily basis.
- 1.5. The Contractor shall collaborate with the COVID-19 Quarantine Liaison assigned by the State of New Hampshire to ensure needs of the establishment are addressed, which may include but is not limited to:
 - 1.5.1. Ensuring personal protective equipment for Contractor staff.
 - 1.5.2. Ensuring individuals experiencing severe symptoms of COVID-19 are removed from the premises within 24 hours of experiencing the first sign of severe symptoms.
- 1.6. The Contractor shall ensure accommodations are available to each First Responder:
 - 1.6.1. For a minimum of five (5) days in cases where testing for COVID-19 occurs with negative results.
 - 1.6.2. For a minimum of fourteen (14) days in cases where no testing is conducted or in cases where testing for COVID-19 occurs with positive results.
 - 1.6.3. Who is exhibiting mild symptoms of COVID-19 for up to three (3) calendar days after presenting no fever or other symptoms of COVID-19.

**New Hampshire Department of Health and Human Services
Accommodations for First Responders
EXHIBIT B**



- 1.7. The Contractor shall clean each vacated room prior to reusing the room for another First Responder, according to established policies and procedures.
- 1.8. The Contractor shall ensure fifty (50) rooms are available upon request at the applicable rates identified in Exhibit C, Payment Terms.
- 1.9. The Contractor shall contact the New Hampshire Fire Academy Division of Fire Standards & Training:
 - 1.9.1. Upon the completion of the event to schedule a deep cleaning of all rooms utilized by the State of New Hampshire for the purposes outlined in this agreement.
 - 1.9.2. By calling Heather Clough, Administrative Supervisor at (603) 223-4229.
 - 1.9.3. By sending a follow up email to Heather.Clough@dos.nh.gov

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A handwritten signature in black ink, appearing to be "H. Clough", written over a horizontal line.

**New Hampshire Department of Health and Human Services
Accommodations for First Responders
EXHIBIT C**



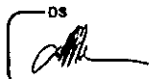
Payment Terms

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services
2. The Contractor shall submit invoices on a weekly basis that indicate the total number of rooms occupied per day with the names of the room occupants multiplied by the daily reimbursement rate of \$89.00 per night.
3. No minimum amounts of services are guaranteed and payments will be only for actual rooms utilized for the purposes identified in Exhibit B, Scope of Services.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
Division of Public Health
29 Hazen Drive
Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

NEP Manchester CY (NH) Owner, LLC

Exhibit C

Contractor Initials 
Date 4/6/2020

SS-2020-OCOM-04-ACCOM-03

Page 1 of 1



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Accommodations for First Responders Contract**

This 2nd Amendment to the Accommodations for First Responders contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Kylmeg Hotel Management, LLC, d/b/a Margate Resort (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 76 Lake Street, Laconia, NH, 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department on April 2, 2020, and amended as approved by the Governor on August 31, 2020, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$200,000.
3. Modify Exhibit B, Scope of Services, Section 1., Subsection 1.2, to read:
 - 1.2 The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining First Responders who experienced an unprotected exposure to an individual who may have contracted COVID-19 based on signs and symptoms of the virus. For the purpose of this contract, First Responders include, but are not limited to:
 - 1.2.1 Law Enforcement personnel.
 - 1.2.2 Paramedics.
 - 1.2.3 Hospital personnel.
 - 1.2.4 Fire Department personnel.
4. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.8 to read:
 - 1.8 The Contractor shall provide rooms, based on availability, upon request at the applicable rates identified in Exhibit C, Payment Terms.



New Hampshire Department of Health and Human Services Accommodations for First Responders

5. Modify Exhibit B, Scope of Services, Section 1., Subsection 1.9, to delete in its entirety.
6. Modify Exhibit B, Amendment 1, Scope of Services, Subsection 1.10, to delete in its entirety.
7. Modify Exhibit C, Payment Terms, Section 4, to read:
 4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov, or invoices may be mailed to:

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



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

All terms and conditions of the Contract not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective September 1, 2020, with Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

10/27/2020

Date

DocuSigned by:
Lisa M. Morris

Name: Lisa M. Morris
Title: Director, Division of Public Health Svcs.

Kylmeg Hotel Management, LLC

10/26/2020

Date

DocuSigned by:
Kyle Parisi

Name: Kyle Parisi
Title: General Manager



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

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

OFFICE OF THE ATTORNEY GENERAL

11/3/2020

Date

DocuSigned by:

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

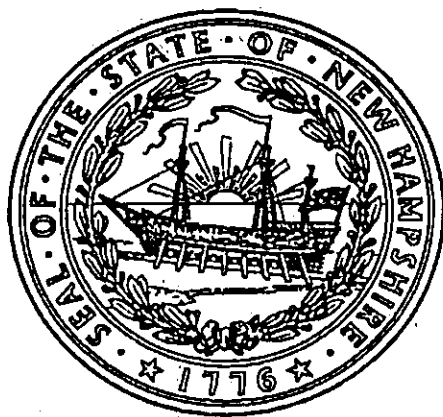
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KYLMEG HOTEL MANAGEMENT, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 30, 2000. 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: 347908

Certificate Number: 0004872662



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of March A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



**NEW HAMPSHIRE
DEPARTMENT OF STATE**

**SECRETARY OF STATE
WILLIAM M. GARDNER**

Search Business Names

[Back to Home](#)

Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
Kylmeg Hotel Management, LLC	347908			Domestic Limited Liability Company	76 Lake Street, Laconia, NH, 03246, USA	Dyer, Rodney N, Esq	Good Standing

Page 1 of 1, records 1 to 1 of 1

[Back](#)

Business Details

Business Name: KYLMG HOTEL MANAGEMENT, LLC.	Business ID: 347908
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Manager Managed	Name in State of Formation: Not Available
Business Creation Date: 05/30/2000	Mailing Address: 76 Lake Street, Laconia, NH, 03246, USA
Date of Formation in Jurisdiction: 05/30/2000	Last Annual Report Year: 2020
Principal Office Address: 76 Lake Street, Laconia, NH, 03246, USA	Next Report Year: 2021
Citizenship / State of Formation: Domestic/New Hampshire	Phone #: NONE
Duration: Perpetual	Fiscal Year End Date: NONE
Business Email: NONE	
Notification Email: NONE	

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / HOTEL MGMT	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
John C Paris / Manager	76 Lake Street, Laconia, NH, 03246, USA

CERTIFICATE OF AUTHORITY

I, John Parisi, 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 Kylmeg Hotel Management L.L.C.
(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 23rd 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kyle Parisi, General Manager (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Kylmeg Hotel Management L.L.C. 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: 10/23/20



Signature of Elected Officer

Name: John Parisi

Title: Owner



KYLMHOT-01

NMAGNARELLI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2020

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Nancy Magnarelli, ACSR	
	PHONE (A/C, No, Ext): (603) 716-2368	FAX (A/C, No): (603) 622-2854
E-MAIL ADDRESS: nmagnarelli@clarkinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co. of America		25674
INSURER B: Arbella Mutual Insurance Co		17000
INSURER C: Allied World Assurance Company, Inc.		
INSURER D: Technology Insurance Company		42376
INSURER E:		
INSURER F:		

INSURED

 Kylmeg Hotel Management, LLC
 76 Lake St
 Laconia, NH 03246

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:			P-630- 9E648370-TIL-20	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1020043439	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			0311-5253-260626	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TWC3818169	9/30/2020	9/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 John Parisi is excluded from workers comp coverage

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street 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

**New Hampshire Department of Health and Human Services
Accommodations for First Responders**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Accommodations for First Responders Contract**

This 1st Amendment to the Accommodations for First Responders contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Kylmeg Hotel Management, LLC, d/b/a Margate Resort (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 76 Lake Street, Laconia, NH, 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department of Health and Human Services on April 2, 2020 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
August 31, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$79,800.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.8 to read
1.8 The Contractor shall provide up to four (4) rooms, based on availability, upon request at the applicable rates identified in Exhibit C, Payment Terms.
4. Modify Exhibit B, Scope of Services, Section 1.9 to read:
1.9. The Contractor shall contact the New Hampshire Department of Health and Human Services:
 - 1.9.1. Upon the completion of the event to schedule a deep cleaning of all rooms utilized by the State of New Hampshire for the purposes outlined in this agreement.
 - 1.9.2. By calling David Clapp, Director of Facilities Management, at (603) 271-9501.
 - 1.9.3. By sending a follow up email to David.Clapp@dhhs.nh.gov.

[Handwritten Signature]
6/25/20

**New Hampshire Department of Health and Human Services
Accommodations for First Responders**



5. Modify Exhibit B, Scope of Services to add Section 1, Subsection 1.10 to read:

1.10. The Contractor shall send written acknowledgment that all utilized rooms have been deep cleaned in accordance with this agreement, ensuring acknowledgement is sent to:

State of New Hampshire
Department of Health and Human Services
Attn: Director of Facilities Management
129 Pleasant Street
Concord, NH, 03301

[Handwritten Signature]
6/25/20

**New Hampshire Department of Health and Human Services
Accommodations for First Responders**



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, and 2020-10.

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

6/25/20
Date

[Signature]
Name: Ann Cardy
Title: Associate General

Kylmeg Hotel Management, LLC

6/25/20
Date

Kyle Parisi [Signature] G.M.
Name:
Title:

**New Hampshire Department of Health and Human Services
Accommodations for First Responders**



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

OFFICE OF THE ATTORNEY GENERAL

08/06/20
Date

Catherine Pinos
Name: Catherine Pinos, Attorney
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, John Parisi, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Kylmeg Hotel Management LLC. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June
(Month)

25, 20 20 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Kyle Parisi, G.M. (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Kylmeg Hotel Management LLC with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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 to which this certificate is attached. 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: 6/25/20

ATTEST:  Owner
(Name and Title)

Subject: Accommodations for First Responders (SS-2020-OCOM-ACCOM-08)


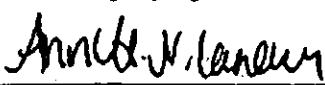
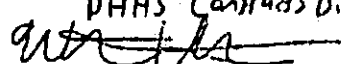
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Kytnog Hotel Management, L.L.C. d/b/a Margate Resort		1.4 Contractor Address 76 Lake Street Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-5210	1.6 Account Number 010-090-7039-500731- 90027027	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$9,900
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 4/1/20		1.12 Name and Title of Contractor Signatory Kyle Paris, G.M.	
1.13 State Agency Signature  Date: 4/2/2020		1.14 Name and Title of State Agency Signatory Ann Landry, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  DHHS Contracts Director On: 4/2/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials KP
 Date 4/1/20

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder, and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor 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 or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials KAP
Date 4/1/22

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

18. **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.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **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.

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

23. **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.

24. **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.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to one (1) of year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall ensure room accommodations are available at the Margate Resort located at 76 Lake Street, Laconia, New Hampshire 03246 for the State of New Hampshire for purposes described in this agreement.
- 1.2. The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining First Responders who experienced an unprotected exposure to with an individual who may have contracted COVID-19 based on signs and symptoms of the virus.
- 1.3. The Contractor shall ensure rooms are segregated into one (1) area of the establishment ensuring independent access from the outside, when possible.
- 1.4. The Contractor shall provide clean linens and towels on a daily basis. The Contractor shall:
 - 1.4.1. Collect dirty linens and towels that are bagged by the First Responders and left outside of the entrance to the occupied room.
 - 1.4.2. Ensure clean linens and towels are left outside of each occupied room.
 - 1.4.3. Ensure cleaning products are provided to each occupied room to ensure each First Responder has the ability to sanitize the room on a daily basis.
- 1.5. The Contractor shall collaborate with the COVID-19 Quarantine Liaison assigned by the State of New Hampshire to ensure needs of the establishment are addressed, which may include but is not limited to:
 - 1.5.1. Ensuring personal protective equipment for Contractor staff.
 - 1.5.2. Ensuring individuals experiencing severe symptoms of COVID-19 are removed from the premises within 24 hours of experiencing the first sign of severe symptoms.
- 1.6. The Contractor shall ensure accommodations are available to each First Responder:
 - 1.6.1. For a minimum of five (5) days in cases where testing for COVID-19 occurs with negative results.
 - 1.6.2. For a minimum of fourteen (14) days in cases where no testing is conducted or in cases where testing for COVID-19 occurs with positive results.
 - 1.6.3. Who is exhibiting mild symptoms of COVID-19 for up to three (3) calendar days after presenting no fever or other symptoms of COVID-19.

New Hampshire Department of Health and Human Services
Accommodations for First Responders
EXHIBIT B



- 1.7. The Contractor shall clean each vacated room prior to reusing the room for another First Responder, according to established policies and procedures.
- 1.8. The Contractor shall ensure fifty four (54) rooms are available upon request at the applicable rates identified in Exhibit C, Payment Terms.
- 1.9. The Contractor shall contact the New Hampshire Fire Academy Division of Fire Standards & Training:
 - 1.9.1. Upon the completion of the event to schedule a deep cleaning of all rooms utilized by the State of New Hampshire for the purposes outlined in this agreement.
 - 1.9.2. By calling Heather Clough, Administrative Supervisor at (603) 223-4229.
 - 1.9.3. By sending a follow up email to Heather.Clough@dos.nh.gov

New Hampshire Department of Health and Human Services
Accommodations for First Responders
EXHIBIT C



Payment Terms

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services
2. The Contractor shall submit invoices on a weekly basis that indicate the total number of rooms occupied per day with the names of the room occupants multiplied by the daily reimbursement rate of \$139.00 per night.
3. No minimum amounts of services are guaranteed and payments will be only for actual rooms utilized for the purposes identified in Exhibit B; Scope of Services.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontracts@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

Kylmeg Hotel Management d/b/a
Margate Resort

Exhibit C

Contractor Initials

KAP

SS-2020-OCOM-04-ACCOM-08

Page 1 of 1

Date

4/1/20

Rev. 01/08/19



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Accommodations for First Responders Contract**

This 2nd Amendment to the Accommodations for First Responders contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mon-Club Management, (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 90 Loon Mountain Road, Lincoln, NH 03251.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department of Health and Human Services on March 31, 2020, and amended as approved by the Department on July 16, 2020, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties; and


WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$150,000
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.2, to read:
 - 1.2 The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining First Responders who experienced an unprotected exposure to an individual who may have contracted COVID-19 based on signs and symptoms of the virus. For the purpose of this contract, First Responders include, but are not limited to:
 - 1.2.1 Law Enforcement personnel.
 - 1.2.2 Paramedics.
 - 1.2.3 Hospital personnel.
 - 1.2.4 Fire Department personnel.
4. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.8, to read:
 - 1.8 The Contractor shall provide rooms, based on availability, upon request at the applicable rates identified in Exhibit C, Payment Terms.

Mon-Club Management, Inc.

Amendment #2

Contractor Initials 
Date 10/27/2020



New Hampshire Department of Health and Human Services Accommodations for First Responders

5. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.9, to delete in its entirety.
6. Modify Exhibit B, Amendment 1, Scope of Services, Subsection 1.10, to delete in its entirety.
7. Modify Exhibit C, Payment Terms, Section 4, to read:
 4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov, or invoices may be mailed to:

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



New Hampshire Department of Health and Human Services Accommodations for First Responders

All terms and conditions of the Contract not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective September 1, 2020, with Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

11/12/2020

Date

DocuSigned by:
Pen M. Morris
Name: Pen M. Morris
Title: Director, Division of Public Health Svcs.

Mon-Club Management, Inc.

10/27/2020

Date

DocuSigned by:
Jeff McIver
Name: Jeff McIver
Title: president/GM



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

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

OFFICE OF THE ATTORNEY GENERAL

11/17/2020

Date

DocuSigned by:

D5CAB202E32C44E
Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

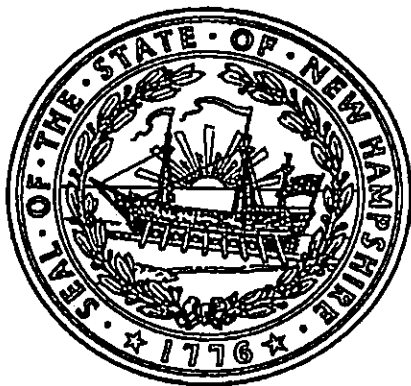
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MON-CLUB MANAGEMENT, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 30, 2001. 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: 347429

Certificate Number: 0004786462



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of January A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State


**NEW HAMPSHIRE
DEPARTMENT OF STATE**
**SECRETARY OF STATE
WILLIAM M. GARDNER**

 Search Business Names
 ⏪ Back to Home
Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
MON-CLUB MANAGEMENT, INC.	347429			Domestic Profit Corporation	90 Loon Mtn Rd, Lincoln, NH, 03251, USA	Westgate, J Bradford, Esq	Good Standing

Page 1 of 1, records 1 to 1 of 1

Business Information
⏪ Back to Home
Business Details

Business Name: MON-CLUB MANAGEMENT, INC.	Business ID: 347429
Business Type: Domestic Profit Corporation	Business Status: Good Standing
Business Creation Date: 03/30/2001	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 03/30/2001	
Principal Office Address: 90 Loon Mtn Rd, Lincoln, NH, 03251, USA	Mailing Address: 90 LOON MOUNTAIN RD, Lincoln, NH, 03251, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Annual Report Year: 2020
	Next Report Year: 2021
Duration: Perpetual	
Business Email: jwilson@mtclub.com	Phone #: NONE
Notification Email: jwilson@mtclub.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / REAL ESTATE HOTEL & MGMT SVCS	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Ken Lowe / President	14 Edson Ave., Rutland, MA, 01543, USA
Robert Bleakney / Vice President	600 Summer Street, Unit 11, Duxbury, MA, 02332, USA

CERTIFICATE OF AUTHORITY

I, Deirdre Cahill, 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 Mon-Club Management, Inc.
(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 13, 2012, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeffery V. McEiver President + General Manager (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Mon-Club Management Inc 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: 11/10/20

Deirdre Cahill
Signature of Elected Officer
Name: Deirdre Cahill
Title: V.P. Sales



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2020

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

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

PRODUCER The Richards Group PO Box 959 Hanover NH 03755	CONTACT NAME: Lacey Burleson PHONE (A/C, No, Ext): (603) 643-2000 FAX (A/C, No): (802) 254-7110 E-MAIL ADDRESS: lburleson@therichardsggrp.com														
INSURED Mon-Club Management, Inc., DBA: The Mountain Club on Loon Jeff McIver 90 Loon Mountain Road Lincoln NH 03251	<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 : Zurich American Insurance Co</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER B : Eastern Alliance Insurance Group</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 : Zurich American Insurance Co	16535	INSURER B : Eastern Alliance Insurance Group		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 20/21 WC, GL, BA, UB, CPP **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	ADDC	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPO 5538161-05	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5538162-05	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMB 5538163-05	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	01-0000126319-01	06/29/2020	06/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			CPO 5538161-05	05/01/2020	05/01/2021	Building/BPP Limit: \$31,549,393 Deductible: \$10,000 Replacement Cost Special Form

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

CERTIFICATE HOLDER State of New Hampshire Dept of Health & Human Svcs 129 Pleasant St. Concord NH 03301-3857	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
--	--

**New Hampshire Department of Health and Human Services
Accommodations for First Responders**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Accommodations for First Responders Contract**

This 1st Amendment to the Accommodations for First Responders contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Mon-Club Management, (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 90 Loon Mountain Road, Lincoln, NH 03251.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department of Health and Human Services on March 31, 2020 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
August 31, 2020.
1. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.8 to read
 - 1.8 The Contractor shall provide up to eight (8) rooms, based on availability, upon request at the applicable rates identified in Exhibit C, Payment Terms.
2. Modify Exhibit B, Scope of Services, Section 1.9 to read:
 - 1.9. The Contractor shall contact the New Hampshire Department of Health and Human Services:
 - 1.9.1. Upon the completion of the event to schedule a deep cleaning of all rooms utilized by the State of New Hampshire for the purposes outlined in this agreement.
 - 1.9.2. By calling David Clapp, Director of Facilities Management, at (603) 271-9501.
 - 1.9.3. By sending a follow up email to David.Clapp@dhhs.nh.gov.
3. Modify Exhibit B, Scope of Services to add Section 1, Subsection 1.10 to read:
 - 1.10. The Contractor shall send written acknowledgment that all utilized rooms have been deep cleaned in accordance with this agreement, ensuring acknowledgement is sent to:

State of New Hampshire
Department of Health and Human Services
Attn: Director of Facilities Management
129 Pleasant Street
Concord, NH, 03301

Mon-Club Management, Inc.

Amendment #1

Contractor Initials

JM
Date 7/14/20

SS-2020-OCOM-04-ACCOM-04-A01

Page 1 of 2



New Hampshire Department of Health and Human Services
Accommodations for First Responders

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect.

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

Name: Ann Lande
Title: Asst. Commissioner

Mon-Club Management, Inc.

Name: Jeff Mester
Title: Gen. Mgr.

7/14/20
Date

Date

I hereby certify that the foregoing Amendment is approved:

Contracting Officer for State Agency

7/16/20
Nathan D. White
Director, Bureau of Contracts and Procurements

Subject: Accommodations for Firm Responders (SS-2020-000M-01-ACCOM-01)

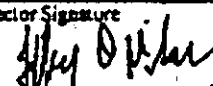
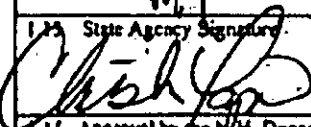
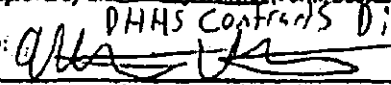
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.3 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mon-Club Management, Inc.		1.4 Contractor Address 90 Loon Mountain Road Lincoln, NH 03251	
1.5 Contractor Phone Number (603)-745-2244	1.6 Account Number 010-090-7039-500731-90027027	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$4,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: <u>3/31/20</u>		1.12 Name and Title of Contractor Signatory JEFFREY O. HOWLER PRESIDENT & GENERAL MANAGER	
1.13 State Agency Signature  Date: <u>3/30/20</u>		1.14 Name and Title of State Agency Signatory Christine Tappin, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  DHHS Contracts Director On: <u>3/31/2020</u>			
1.17 Approval by the Governor and Executive Council (if applicable) O&C Item number: _____ GRC Meeting Date: _____			

Contractor Initials 

Date: 3/31/20

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials JH
Date 3/26/26

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor 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 or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials
Date

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

18. 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.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. 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.

21. 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.

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

23. 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.

24. 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.

Contractor Initials

Date

TH
3/20/20

New Hampshire Department of Health and Human Services
Accommodations for First Responders
EXHIBIT A



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to one (1) of year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

[Handwritten Signature]
[Handwritten Date: 3/21/26]

New Hampshire Department of Health and Human Services
Accommodations for First Responders
EXHIBIT B



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall ensure room accommodations are available at the Mon-Club Management, Inc. located at 90 Loon Mountain Road, Lincoln, New Hampshire 03251 for the State of New Hampshire for purposes described in this agreement.
- 1.2. The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining First Responders who experienced an unprotected exposure to an individual who may have contracted COVID-19 based on signs and symptoms of the virus.
- 1.3. The Contractor shall ensure rooms are segregated into one (1) area of the establishment ensuring independent access from the outside, when possible.
- 1.4. The Contractor shall provide clean linens and towels on a daily basis. The Contractor shall:
 - 1.4.1. Collect dirty linens and towels that are bagged by the First Responders and left outside of the entrance to the occupied room.
 - 1.4.2. Ensure clean linens and towels are left outside of each occupied room.
 - 1.4.3. Ensure cleaning products are provided to each occupied room to ensure each First Responder has the ability to sanitize the room on a daily basis.
- 1.5. The Contractor shall collaborate with the COVID-19 Quarantine Liaison assigned by the State of New Hampshire to ensure needs of the establishment are addressed, which may include but is not limited to:
 - 1.5.1. Ensuring personal protective equipment for Contractor staff.
 - 1.5.2. Ensuring individuals experiencing severe symptoms of COVID-19 are removed from the premises within 24 hours of experiencing the first sign of severe symptoms.
- 1.6. The Contractor shall ensure accommodations are available to each First Responder:
 - 1.6.1. For a minimum of five (5) days in cases where testing for COVID-19 occurs with negative results.
 - 1.6.2. For a minimum of fourteen (14) days in cases where no testing is conducted or in cases where testing for COVID-19 occurs with positive results.
 - 1.6.3. Who is exhibiting mild symptoms of COVID-19 for up to three (3) calendar days after presenting no fever or other symptoms of COVID-19.

[Handwritten Signature]
3/2/20

New Hampshire Department of Health and Human Services
Accommodations for First Responders
EXHIBIT B



-
- 1.7. The Contractor shall clean each vacated room prior to reusing the room for another First Responder, according to established policies and procedures.
 - 1.8. The Contractor shall ensure eight (8) rooms are available upon request at the applicable rates identified in Exhibit C, Payment Terms.
 - 1.9. The Contractor shall contact the New Hampshire Fire Academy Division of Fire Standards & Training:
 - 1.9.1. Upon the completion of the event to schedule a deep cleaning of all rooms utilized by the State of New Hampshire for the purposes outlined in this agreement.
 - 1.9.2. By calling Heather Clough, Administrative Supervisor at (603) 223-4229.
 - 1.9.3. By sending a follow up email to Heather.Clough@dos.nh.gov

Handwritten initials and date:
Initials: [Handwritten initials]
Date: 3/26/20

New Hampshire Department of Health and Human Services
Accommodations for First Responders
EXHIBIT C



Payment Terms

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services
2. The Contractor shall submit invoices on a weekly basis that indicate the total number of rooms occupied per day with the names of the room occupants multiplied by the daily reimbursement rate of \$95.00 per night.
3. No minimum amounts of services are guaranteed and payments will be only for actual rooms utilized for the purposes identified in Exhibit B, Scope of Services.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or Invoices may be mailed to:
Financial Administrator
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

JM
3/2/20



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Accommodations for First Responders Contract**

This 2nd Amendment to the First Responder Accommodations contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Town & Country Inn and Resort Inc. (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 20 US Route 2, Shelburne, NH 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department on March 31, 2020, and amended as approved by the Department on July 01, 2020, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Modify Form P-37, General Provisions, Block 1.8, Price Limitation to read:
\$104,000.
3. Modify Exhibit B, Scope of Services, Section 1., Subsection 1.2, to read:
 - 1.2 The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining First Responders who experienced an unprotected exposure to an individual who may have contracted COVID-19 based on signs and symptoms of the virus. For the purpose of this contract First Responders include, but are not limited to:
 - 1.2.1 Law Enforcement personnel.
 - 1.2.2 Paramedics.
 - 1.2.3 Hospital personnel.
 - 1.2.4 Fire Department personnel.
4. Modify Exhibit B, Scope of Services, Section 1., Subsection 1.8., to read:
 - 1.8 The Contractor shall provide rooms, based on availability, upon request at the applicable rates identified in Exhibit C, Payment Terms.



New Hampshire Department of Health and Human Services Accommodations for First Responders

5. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.9, to delete in its entirety.
6. Modify Exhibit B, Amendment 1, Scope of Services, Subsection 1.10, to delete in its entirety.
7. Modify Exhibit C, Payment Terms, Section 4, to read:
 4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov, or invoices may be mailed to:

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



New Hampshire Department of Health and Human Services Accommodations for First Responders

All terms and conditions of the Contract not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective September 1, 2020, with Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

10/29/2020

Date

DocuSigned by:
Lisa M. Morris
003808FB8CA54A0
Name: LISA M. MORRIS
Title: Director, Division of Public Health Svcs.

Town & Country Inn and Resort, Inc.

10/27/2020

Date

DocuSigned by:
RANDY LABNON
310B4B68A28C4F1
Name: RANDY LABNON
Title: GM



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

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

OFFICE OF THE ATTORNEY GENERAL

11/3/2020

Date

DocuSigned by:

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TOWN & COUNTRY INN AND RESORT, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 26, 1959. 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: 20632

Certificate Number: 0004862079



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of March A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

See all photos

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NEW HAMPSHIRE DEPARTMENT OF STATE **SECRETARY OF STATE WILLIAM M. GARDNER**

Search Business Names [Back to Home](#)

Search Result

Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
Town & Country Inn and Resort, Inc.	20632		Town and Country Inn, Inc.	Domestic Profit Corporation	20 US ROUTE 2, SHELBURNE, NH 03581, USA	Cooper Cargill Chant, P.A.	Good Standing
Town & Country Inn and Resort, Inc.	20632		Town and Country Motor Inn, Inc.	Domestic Profit Corporation	20 US ROUTE 2, SHELBURNE, NH 03581, USA	Cooper Cargill Chant, P.A.	Good Standing

Page 1 of 1, records 1 to 2 of 2

Back

1278

Business Information

Business Details	
Business Name: TOWN & COUNTRY INN AND RESORT, INC.	Business ID: 20632
Business Type: Domestic Profit Corporation	Business Status: Good Standing
Business Creation Date: 05/26/1959	Home in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 05/26/1959	Mailing Address: PO Box 220, Gorham, NH, 03581, USA
Principal Office Address: 20 US ROUTE 2, SHELBURNE, NH, 02581, USA	Last Annual Report Year: 2020
Citizenship / State of Incorporation: Domestic/New Hampshire	Next Report Year: 2021
Duration: Perpetual	Phone #: NONE
Business Email: NONE	Fiscal Year End Date: NONE
Notification Email: NONE	

Principal Purpose	
S.No	NAICS Code
1	OTHER / MOTEL-RESTAURANT (1997 AQ)
Page 1 of 1 records 1 to 1 of 1	

Principals Information	
Name/Title	Business Address
Randall G. Labron / President	PO Box 220, Gorham, NH, 03581, USA
Randall G. Labron / Director	PO Box 220, Gorham, NH, 03581, USA

CERTIFICATE OF AUTHORITY

I, SCOTT LABNON - TREASURER, 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 TOWN & COUNTRY INN & RESORT
(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 8/2/20, 20 , at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That RAMON G. LABNON - PRESIDENT (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of TOWN & COUNTRY INN & RESORT 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: 11/4/20

Scott R. Labnon
Signature of Elected Officer
Name: SCOTT R. LABNON
Title: TREASURER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2020

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

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

PRODUCER Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860		CONTACT NAME: Kimberly Wood PHONE (A/C, No, Ext): (803) 447-5123 FAX (A/C, No): (803) 447-5126 E-MAIL ADDRESS:	
INSURED Town & Country Inn and Resort Inc PO Box 220 Gorham NH 03581		INSURER(S) AFFORDING COVERAGE INSURER A: Patriot Ins Co. NAIC # 32069 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2033077945 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			8659843	04/19/2020	04/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8659842	04/19/2020	04/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			865 9843	04/19/2020	04/19/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Hotel/Motel with Restaurant
Re: Accomodations for First Reponders

CERTIFICATE HOLDER**CANCELLATION**

NH Dept of Health and Human Services 129 Pleasant Street Concord NH 03301	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 <i>Marta T. Quinn</i>
--	--

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CERTIFICATE OF AUTHORITY

I, SCOTT LABNON - TREASURER, 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 TOWN + COUNTRY INN + RESORT
(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 8/27, 2020 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That RANDALL G. LABNON - PRESIDENT (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of TOWN + COUNTRY INN + RESORT 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: 10/23/20

Randall G. Labnon
Signature of Elected Officer
Name: RANDALL G. LABNON
Title: PRESIDENT

NEW HAMPSHIRE HOSPITALITY COMPENSATION TRUST

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE CERTIFICATE
INFORMATION PAGE**

1. The Member: **Town & Country Motor Inn, Inc.** Policy No. P003201NHHCT2020
 Renewal of Number: P003201NHHCT2019
 Mailing Address: 20 State Route 2 Federal Employers ID # 02-0245426
 Gorham, NH 03581

If there are other workplaces see attached schedule.

2. The certificate period is from 03/01/2020 12:01 a.m. to 03/01/2021 12:01 a.m. standard time at the Member's mailing address.

3. A. Workers Compensation Insurance: Part One of the certificate applies to the Workers Compensation Law of the States Listed here: NH

B. Employers Liability Insurance: Part Two of the certificate applies to the workplace(s) listed in Item 1. The limits of our liability under Part Two are:

Bodily Injury by Accident:	<u>\$1,000,000</u> Each Accident
Bodily Injury by Disease:	<u>\$1,000,000</u> Certificate Limit
Bodily Injury by Disease:	<u>\$1,000,000</u> Each Employee

C. This certificate includes these endorsement and schedules: **See Schedule**

4. The premium of this certificate will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

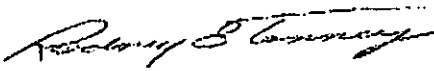
Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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See Schedule

Class Code/Minimum Premium	Expense Constant	Total Estimated Annual Premium	\$20,456
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Premium Adjustment Period: Annual

NEW HAMPSHIRE HOSPITALITY COMPENSATION TRUST

Clerk: 

President: 

Producer: NHMTA Services, Inc.

Date of Issue: 03/01/2020

**New Hampshire Department of Health and Human Services
Accommodations for First Responders**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Accommodations for First Responders Contract**

This 1st Amendment to the First Responder Accommodations contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Town & Country Inn and Resort Inc. (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 20 US Route 2, Shelburne, NH 03581.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department of Health and Human Services on March 31, 2020 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

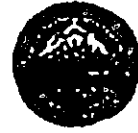
1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
August 31, 2020
2. Modify Exhibit B, Scope of Services, Section 1.8 to read
 - 1.8 The Contractor shall provide up to two (2) rooms at the applicable rates identified in Exhibit C, Payment Terms. Availability of rooms will be determined on a first-come, first-served basis.
3. Modify Exhibit B, Scope of Services, Section 1.9 to read:
 - 1.9. The Contractor shall contact the New Hampshire Department of Health and Human Services:
 - 1.9.1. Upon the completion of the event to schedule a deep cleaning of all rooms utilized by the State of New Hampshire for the purposes outlined in this agreement.
 - 1.9.2. By calling David Clapp, Director of Facilities Management, at (603) 271-9501.
 - 1.9.3. By sending a follow up email to David.Clapp@dhhs.nh.gov.
4. Modify Exhibit B, Scope of Services to add Section 1, Subsection 1.10 to read:
 - 1.10. The Contractor shall send written acknowledgment that all utilized rooms have been deep cleaned in accordance with this agreement, ensuring acknowledgement is sent to:

State of New Hampshire
Department of Health and Human Services
Attn: Director of Facilities Management
129 Pleasant Street
Concord, NH, 03301

RL

6/25/20

New Hampshire Department of Health and Human Services
Accommodations for First Responders



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect.

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

6/26/20
Date

Lon Weagou
Name: Lon Weagou
Title: Deputy Commissioner

Town & Country Inn and Resort, Inc.

6/25/20
Date

Raman G. Labron
Name: RAMAN G. LABRON
Title: PRESIDENT

I hereby certify that the foregoing Amendment is approved:

CONTRACTS AND PROCUREMENT UNIT

7/1/2020
Date

Nathan D. White
Name: Nathan D. White
Title: Director

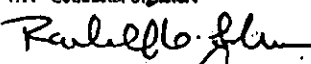
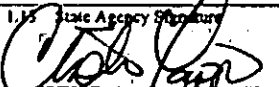
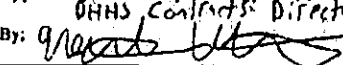
Subject: Accommodation for First Responders (SS-7020-OCOM-ACCOM-01)

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

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

GENERAL PROVISIONS

I. IDENTIFICATION

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Town & Country Inn and Resort Inc.		1.4 Contractor Address 20 US Route 2 Shelburne, NH 03581	
1.5 Contractor Phone Number (800)-325-4386	1.6 Account Number 010-090-7039-500731-90027027	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$4,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 3/27/20		1.12 Name and Title of Contractor Signatory RANDALL G. LABRON PRESIDENT	
1.13 State Agency Signature  Date: 3/30/20		1.14 Name and Title of State Agency Signatory Christina Tappan, Associate Commissioner	
1.15 Approval by the NH Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DHHS Contracts Director By:  On: 3/31/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials RL
Date 3/27/20

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor 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 or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

18. **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.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **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.

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

23. **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.

24. **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.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to one (1) of year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall ensure room accommodations are available at the Town & Country Inn and Resort, Inc. located at 20 US Route 2, Shelburne, New Hampshire 03581 for the State of New Hampshire for purposes described in this agreement.
- 1.2. The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining First Responders who experienced an unprotected exposure to with an individual who may have contracted COVID-19 based on signs and symptoms of the virus.
- 1.3. The Contractor shall ensure rooms are segregated into one (1) area of the establishment ensuring independent access from the outside, when possible.
- 1.4. The Contractor shall provide clean linens and towels on a daily basis. The Contractor shall:
 - 1.4.1. Collect dirty linens and towels that are bagged by the First Responders and left outside of the entrance to the occupied room.
 - 1.4.2. Ensure clean linens and towels are left outside of each occupied room.
 - 1.4.3. Ensure cleaning products are provided to each occupied room to ensure each First Responder has the ability to sanitize the room on a daily basis.
- 1.5. The Contractor shall collaborate with the COVID-19 Quarantine Liaison assigned by the State of New Hampshire to ensure needs of the establishment are addressed, which may include but is not limited to:
 - 1.5.1. Ensuring personal protective equipment for Contractor staff.
 - 1.5.2. Ensuring individuals experiencing severe symptoms of COVID-19 are removed from the premises within 24 hours of experiencing the first sign of severe symptoms.
- 1.6. The Contractor shall ensure accommodations are available to each First Responder:
 - 1.6.1. For a minimum of five (5) days in cases where testing for COVID-19 occurs with negative results.
 - 1.6.2. For a minimum of fourteen (14) days in cases where no testing is conducted or in cases where testing for COVID-19 occurs with positive results.
 - 1.6.3. Who is exhibiting mild symptoms of COVID-19 for up to three (3) calendar days after presenting no fever or other symptoms of COVID-19.

New Hampshire Department of Health and Human Services
Accommodations for First Responders
EXHIBIT B



-
- 1.7. The Contractor shall clean each vacated room prior to reusing the room for another First Responder, according to established policies and procedures.
 - 1.8. The Contractor shall ensure sixteen (16) rooms are available upon request at the applicable rates identified in Exhibit C, Payment Terms.
 - 1.9. The Contractor shall contact the New Hampshire Fire Academy Division of Fire Standards & Training:
 - 1.9.1. Upon the completion of the event to schedule a deep cleaning of all rooms utilized by the State of New Hampshire for the purposes outlined in this agreement;
 - 1.9.2. By calling Heather Clough, Administrative Supervisor at (603) 223-4229 to request deep cleaning services; and
 - 1.9.3. By sending a follow up email requesting deep cleaning services to Heather.Clough@dos.nh.gov

New Hampshire Department of Health and Human Services
Accommodations for First Responders



EXHIBIT C

Payment Terms

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services
2. The Contractor shall submit invoices on a weekly basis that indicate the total number of rooms occupied per day with the names of the room occupants multiplied by the daily reimbursement rate of \$64.00 per night.
3. No minimum amounts of services are guaranteed and payments will be only for actual rooms utilized for the purposes identified in Exhibit B, Scope of Services.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator
Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

TRC
Date 3/27/20

State of New Hampshire

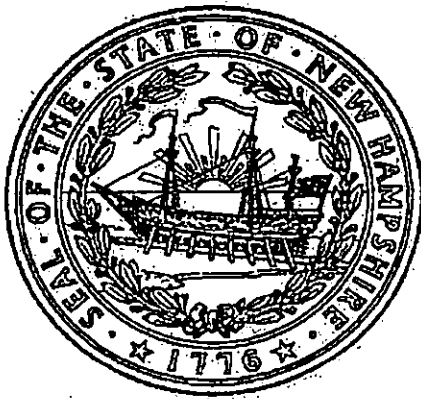
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TOWN & COUNTRY INN AND RESORT, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 26, 1959. 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: 20632

Certificate Number: 0004862079



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of March A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Kenneth R. Cargill, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Town & Country Inn and Resort, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March
(Month)

27, 20 20 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Randall G. Labnon, President (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Town & Country Inn and Resort, Inc. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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 to which this certificate is attached. 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: 03/27/2020

ATTEST: Kenneth R. Cargill
(Name and Title)

Kenneth R. Cargill, Secretary



State of New Hampshire

Department of State

2020 ANNUAL REPORT

Filed
Date Filed: 3/6/2020
Effective Date: 3/6/2020
Business ID: 20632
William M. Gardner Secretary of State

BUSINESS NAME: TOWN & COUNTRY INN AND RESORT, INC.
BUSINESS TYPE: Domestic Profit Corporation
BUSINESS ID: 20632
STATE OF INCORPORATION: New Hampshire

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
20 US ROUTE 2 SHELBURNE, NH, 03581, USA	PO Box 220 Gorham, NH, 03581, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: Cooper Cargill Chant, P.A. (80091)
REGISTERED AGENT OFFICE ADDRESS: 2935 White Mountain Highway North Conway, NH, 03860, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / MOTEL-RESTAURANT (1997 AR)	

OFFICER/DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Randall G. Labnon	PO Box 220, Gorham, NH, 03581, USA	President
Lorelle Morin	PO Box 220, Gorham, NH, 03581, USA	Vice President
Kenneth R. Cargill	2935 White Mountain Highway, North Conway, NH, 03860, USA	Secretary
Scott R. Labnon	PO Box 220, Gorham, NH, 03581, USA	Treasurer
Randall G. Labnon	PO Box 220, Gorham, NH, 03581, USA	Director
Scott R. Labnon	PO Box 220, Gorham, NH, 03581, USA	Director
Lorelle Morin	PO Box 220, Gorham, NH, 03581, USA	Director
Linda Rydln	PO Box 220, Gorham, NH, 03581, USA	Director
Holly Rene	PO Box 220, Gorham, NH, 03581, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: **President**

Signature: **Randall G. Labnon**

Name of Signer: **Randall G. Labnon**

TOWN & COUNTRY INN AND RESORT, INC.
SHAREHOLDERS AND DIRECTORS
COMBINED ACTION BY UNANIMOUS CONSENT

The undersigned, being all of the Shareholders and Directors of Town & Country Inn and Resort, Inc. (the "Corporation") hereby take the following actions by unanimous consent pursuant to R.S.A 293-A:7.04 and R.S.A. 293-A:8.21:

RESOLVED, that Randall G. Labnon, as the President of the Corporation is hereby authorized and directed to take any and all actions as he may deem necessary or appropriate to negotiate and enter into contractual arrangements with the State of New Hampshire, the foregoing authority being effective from and after March 27, 2020.

[signatures of Shareholders and Directors appear on the following page]

CONSENT:

The undersigned, being all the Shareholders and Directors of the Corporation hereby consent to the above resolutions and waive all rights to receive notice and attend a meeting for the purpose of adopting the resolutions herein set forth.

Lucille Labnon Revocable Trust

Randall G. Labnon 3/27/20
Randall G. Labnon Date
Shareholder and Director

Scott R. Labnon 3-27-20
Scott R. Labnon, Trustee Date
Shareholder

Holly G. Rene _____ Date
Shareholder and Director

Linda L. Rydin 3-28-20
Linda L. Rydin Date
Shareholder and Director

Scott R. Labnon 3/27/20
Scott R. Labnon Date
Director

Lorelle L. Morin 3-27-20
Lorelle Morin Date
Director

CONSENT:

The undersigned, being all the Shareholders and Directors of the Corporation hereby consent to the above resolutions and waive all rights to receive notice and attend a meeting for the purpose of adopting the resolutions herein set forth.

Lucille Labnon Revocable Trust

Randall G. Labnon 3/27/20
Randall G. Labnon Date
Shareholder and Director

Scott R. Labnon 3-27-20
Scott R. Labnon, Trustee Date
Shareholder

Holly G. Rene 3/27/20
Holly G. Rene Date
Shareholder and Director

Linda L. Rydin Date
Linda L. Rydin Date
Shareholder and Director

Scott R. Labnon 3/27/20
Scott R. Labnon Date
Director

Lorelle L. Morin 3-27-20
Lorelle Morin Date
Director

CONSENT:

The undersigned, being all the Shareholders and Directors of the Corporation hereby consent to the above resolutions and waive all rights to receive notice and attend a meeting for the purpose of adopting the resolutions herein set forth.

Lucille Labnon Revocable Trust

Randall G. Labnon 3/27/20
Randall G. Labnon Date
Shareholder and Director

Scott R. Labnon 3-27-20
Scott R. Labnon, Trustee Date
Shareholder

Holly G. Rene Date
Shareholder and Director

Linda L. Rydin Date
Shareholder and Director

Scott R. Labnon 3/27/20
Scott R. Labnon Date
Director

Lorelle L. Morin 3-27-20
Lorelle Morin Date
Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2020

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

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

PRODUCER Infinger Insurance - Conway 1205 Eastman Rd PO Box 3070 North Conway NH 03860	CONTACT NAME: Kimberly Wood PHONE (A/C, No, Ext): (603) 447-5123 E-MAIL ADDRESS:	FAX (A/C, No): (603) 447-5128
	INSURER(S) AFFORDING COVERAGE	
INSURED Town & Country Inn and Resort Inc PO Box 220 Gorham NH 03581	INSURER A: Patriot Ins Co. NAIC # 32069	
	INSURER B: Frankenmuth 13988	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CL1942976979 REVISION NUMBER:

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

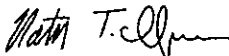
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP6021018	04/19/2019	04/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			BA8021018	04/19/2019	04/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist CSL \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CPP8021018	04/19/2019	04/19/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Hotel/Motel with Restaurant
Re: Accommodations for First Responders

CERTIFICATE HOLDER

CANCELLATION

NH Dept of Health and Human Services 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Accommodations for First Responders Contract**

This 2nd Amendment to the First Responder Accommodations contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") Chatham Exeter HAS Leasco LLC d/b/a Hampton Inn & Suites-Exeter (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 59 Portsmouth Avenue, Exeter, NH 03883.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department of Health and Human Services on April 10, 2020, and amended as approved by the Department on August 26, 2020, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Modify Form P-37, General Provisions, Block 1.8, Price Limitation to read:
\$500,000.
3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.2 to read:
 - 1.2 The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining First Responders who experienced an unprotected exposure to an individual who may have contracted COVID-19 based on signs and symptoms of the virus. For the purpose of this contract, First Responders include, but are not limited to:
 - 1.2.1 Law Enforcement personnel.
 - 1.2.2 Paramedics.
 - 1.2.3 Hospital personnel.
 - 1.2.4 Fire Department personnel.
4. Modify Exhibit B, Scope of Services, Section 1., Subsection 1.8, to read:
 - 1.8 The Contractor shall provide rooms, based on availability, upon request at the applicable rates identified in Exhibit C, Payment Terms.



New Hampshire Department of Health and Human Services Accommodations for First Responders

5. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.9, to delete in its entirety.
6. Modify Exhibit B, Amendment 1, Scope of Services, Subsection 1.10, to delete in its entirety.
7. Modify Exhibit C, Payment Terms, Section 4, to read:
 4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov, or invoices may be mailed to:

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



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

All terms and conditions of the Contract not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective September 1, 2020, with Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18.

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

10/29/2020

Date

DocuSigned by:

Lisa M. Morris

DC33DBF98CAE440

Name: Lisa M. Morris

Title: Director, Division of Public Health Svcs.

Chatham Exeter HAS Leasco LLC d/b/a
Hampton Inn & Suites – Exeter

10/29/2020

Date

DocuSigned by:

Eric Kentoff

ADA4FC650AC24ED

Name: ERIC Kentoff

Title: VP and Secretary



**New Hampshire Department of Health and Human Services
Accommodations for First Responders**

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

OFFICE OF THE ATTORNEY GENERAL

11/3/2020

Date

DocuSigned by:

D5CA0020510C4AE
Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

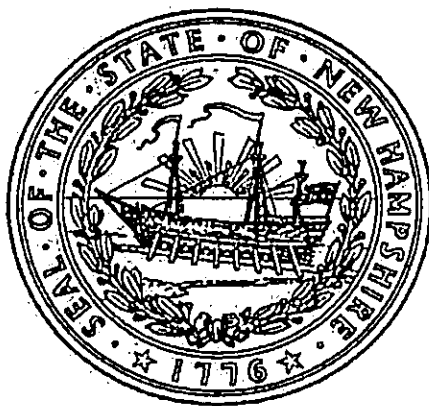
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHATHAM EXETER HAS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on July 24, 2013. 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: 695092

Certificate Number: 0004882981



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Dennis Craven, Vice President and Treasurer, 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 Chatham Exeter HAS Leaseco LLC.
(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 22, 2020, at which a quorum of the shareholders were present and voting.
(Date)

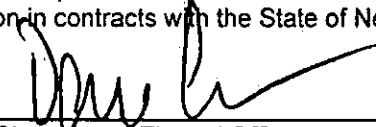
VOTED: That Eric Kentoff, Vice President and Secretary (may list more than one person).
(Name and Title of Contract Signatory)

is duly authorized on behalf of Chatham Exeter HAS Leaseco LLC 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: 10/22/20



Signature of Elected Officer
Name: Dennis Craven
Title: VP and Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1900 West Loop South Suite 1600 Houston TX 77027	CONTACT NAME: Marissa Jasek PHONE (A/C No, Ext): 713-935-2427 FAX (A/C No): 713-935-4660 E-MAIL ADDRESS: Marissa_Jasek@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Island Hospitality Management III, LLC 222 Lakeview Avenue, Suite 200 West Palm Beach, FL 33401	INSURER A: Sampo America Insurance Company NAIC # 11126	
	INSURER B: Endurance American Insurance Company 10641	
	INSURER C: Sampo America Fire & Marine Insurance Company 38997	
	INSURER D: Endurance Reinsurance Corp of America 11551	
	INSURER E: _____ INSURER F: _____	


COVERAGES **CERTIFICATE NUMBER:** 1434510665 **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
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> See Remarks GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____			GGH10010374004	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> See Remarks <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ADVS1118S0 (AOS) ADVS1119T0 (MA)	12/31/2020 12/31/2020	12/31/2021 12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			See Attached	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 100,000,000 AGGREGATE \$ 100,000,000 \$
C	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 checked="" type="checkbox"/> N N/A			JCDS1027B0	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Liquor Liability			GGH10010374004	12/31/2020	12/31/2021	Each Common Cause Policy Aggregate \$ 1,000,000 \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 INSURER(S) AFFORDING COVERAGE:
 INSURER A, B, and C have AM Best Rating A+XV.

 See Attached...

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Island Hospitality Management III, LLC 222 Lakeview Avenue, Suite 200 West Palm Beach, FL 33401	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

GL Forms:
 Waiver CG2404 0509. Additional Insured CG2026 0413. Additional Insured Franchisor CG2029 04 13. Primary & Non-Contributory CG2001 0413. EGL09180516 Primary & Non-Contributory for specific entities where applicable. Herbicide & Pesticide Limited Pollution EGL0647 0716. NY Third Party Cancel (30 days) EGL1380 0616. GKLL (State of MA ONLY) Included in GL Policy (\$1M Limit – Each Location & Aggregate, subject to \$1,000 comp/coll deductible) Per form EGL0645 0616.

Auto Forms:
 Additional Insured: SCA 01 002 1013; SCA 01 016 0718 (FL); SCA 01 013 0718 (NY); SCA 01 014 078 (KY). Various state specific provisions apply per policy. Waiver: CA0444 10-13. Primary & Non-Contributory; SCA00 012 10/13 and SCA01 016 0310 (FL). Various state specific provisions apply per policy. GKLL (All Other States except MA) Included in Auto Policy (\$1M Comprehensive Limit subject to deductibles of \$1,000 each auto/\$2,500 maximum for all loss in any one event; \$1M Collision subject to a deductible of \$1,000 for each customer's auto) per form CA9937 10/13. Hired Car Physical Damage – ACV subject to: \$100 Comprehensive Deductible; \$1,000 Collision Deductible

Workers Comp Forms: Waiver WC000313 4-84.

Umbrella Liability Policy#: GUH30002608100 - Effective 12/31/2020 - 12/31/2021
 Carrier: Endurance Assurance Corporation - NAIC# 11551; AM Best Rating: A+ XV
 Limit: \$5,000,000; Retention: \$10,000

Excess Liability Policy#: MKLM6MM30000241 - Effective 12/31/2020 - 12/31/2021
 Carrier: Markel American Insurance Company - NAIC# 28932; AM Best Rating: A XV
 Limit: \$5,000,000 xs \$5,000,000

Excess Liability Policy#: EXS1795697-00 - Effective 12/31/2020 - 12/31/2021
 Carrier: Associated Industries Insurance Co. - NAIC# 23140; AM Best Rating: A- XV
 Limit: \$5,000,000 xs \$10,000,000

Excess Liability Policy#: ECO2160612791 - Effective 12/31/2020 - 12/31/2021
 Carrier: Ohio Casualty Insurance Company - NAIC# 24074; AM Best Rating: A XV
 Limit: \$10,000,000 xs \$15,000,000

Excess Liability Policy#: EXC3284329 - Effective 12/31/2020 - 12/31/2021
 Carrier: Great American Assurance Company - NAIC# 26344; AM Best Rating: A+ XV
 Limit: \$25,000,000 xs \$25,000,000

Excess Liability Policy#: USL008581205 - Effective 12/31/2020 - 12/31/2021
 Carrier: Fireman's Fund Insurance Company - NAIC# 21873; AM Best Rating: A+ XV
 Limit: \$25,000,000 xs \$50,000,000

Excess Liability Policy#: XC5EX00885-201 - Effective 12/31/2020 - 12/31/2021
 Carrier: Everest National Insurance Company - NAIC# 10120; AM Best Rating: A+ XV
 Limit: \$12.5M p/o \$25,000,000 xs \$75,000,000

Excess Liability Policy#: US00106779LI20A - Effective 12/31/2020 - 12/31/2021
 Carrier: XL Insurance America, Inc. - NAIC# 24554; AM Best Rating: A+ XV
 Limit: \$12.5M p/o \$25,000,000 xs \$75,000,000

Employment Practices Liability Policy#: MR191915 - Effective 12/31/2019 - 2/1/2021
 Carrier: Underwriters at Lloyds, London (AM Best Rating: A XV)
 Limit: \$5,000,000 Each Claim and Max Limit Subject to SIR of \$75,000 Each and Every Claim.

Crime Policy#: CCP00415421 - Effective: 11/1/2020 – 11/1/2021
 Carrier: Fidelity and Deposit Company of Maryland (NAIC 39306; AM Best A+ XV)
 Limit: Employee Dishonesty (Theft) \$1,000,000 / Deductible \$5,000; Guest Property-In Safe Deposit Box \$100,000; Guest Property Inside the Premises \$500,000 Occurrence / \$20,000 Per Guest. Guest Property Deductible: \$1,500

Terrorism Liability Policy#: FC0177620 - Effective 12/31/2020 - 12/31/2021
 Carrier: Underwriters at Lloyds, London - AM Best Rating: A XV
 Limit \$50,000,000 Per Occurrence subject to \$25,000 Deductible Each Occurrence

E&O - Professional Liability Policy#: 0310-4941 - Effective 12/31/2020 - 12/31/2021
 Carrier: Allied World Surplus Lines Insurance Company - NAIC# 24319; AM Best Rating: A XV
 Limit: \$5,000,000 Each Claim Including Claim Expenses and SIR \$10,000 Each and Every Claim

Cyber Policy Number W1D407190401 - Effective 12/31/19 - 2/1/21
 Carrier: Underwriters at Lloyds, London - AM Best Rating: A XV
 Policy Aggregate \$3M subject to \$75,000 Retention Each Claim; \$10,000 Retention for Forensic & Public Relations/Crisis Management and \$5,000 for Legal.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Island Hospitality Management III, LLC 222 Lakeview Avenue, Suite 200 West Palm Beach, FL 33401	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Description of Operations:

RE: Hampton Inn & Suites Exeter – 59 Portsmouth Avenue, Exeter, NH 03833
Chatham Exeter HAS, LLC; Chatham Exeter HAS Leaseco, LLC; and Chatham Lodging Trust are included as named insureds.

**New Hampshire Department of Health and Human Services
Accommodations for First Responders**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Accommodations for First Responders Contract**

This 1st Amendment to the Accommodations for First Responders contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Chatham Exeter HAS Leasco LLC d/b/a Hampton Inn & Suites-Exeter (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 59 Portsmouth Avenue, Exeter, NH 03883.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Department of Health and Human Services on April 10, 2020 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
July 10, 2020
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$7,000.
3. Modify Exhibit B, Scope of Services, Section 1.9 to read:
 - 1.9. The Contractor shall contact the New Hampshire Department of Health and Human Services:
 - 1.9.1. Upon the completion of the event to schedule a deep cleaning of all rooms utilized by the State of New Hampshire for the purposes outlined in this agreement.
 - 1.9.2. By calling David Clapp, Director of Facilities Management, at (603) 271-9501.
 - 1.9.3. By sending a follow up email to David.Clapp@dhhs.nh.gov.
4. Modify Exhibit B, Scope of Services to add Section 1, Subsection 1.10 to read:
 - 1.10. The Contractor shall send written acknowledgment that all utilized rooms have been deep cleaned in accordance with this agreement, ensuring acknowledgement is sent to:

State of New Hampshire
Department of Health and Human Services
Attn: Director of Facilities Management
129 Pleasant Street
Concord, NH, 03301

**New Hampshire Department of Health and Human Services
Accommodations for First Responders**



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactively to June 30, 2020, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15.

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

8/25/2020
Date

Lori Shibinette
Name: Lori Shibinette
Title: Commissioner

Chatham Exeter HAS Leasco LLC d/b/a Hampton Inn & Suites-Exeter

8/17/20
Date

Eric Kentoff
Name: Eric Kentoff
Title: VP and Secretary

I hereby certify that the foregoing Amendment is approved:

Contracts and Procurement Unit

8/26/2020
Date

Nathan White
Name: Nathan D. White
Title: Director

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHATHAM EXETER HAS. LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on July 24, 2013. 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: 695092

Certificate Number: 0004882981



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Dennis Craven, Vice President and Treasurer, 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 Chatham Exeter HAS Leaseco LLC.
(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 August 17, 2020, at which a quorum of the shareholders were present and voting.
(Date)

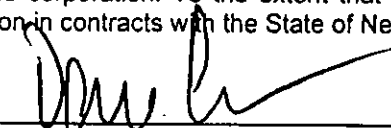
VOTED: That Eric Kentoff, Vice President and Secretary (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Chatham Exeter HAS Leaseco LLC 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: 8/17/20



Signature of Elected Officer
Name: Dennis Craven
Title: VP and Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2020

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1900 West Loop South Suite 1600 Houston TX 77027	CONTACT NAME: Marissa Jasek	
	PHONE (A/C No, Ext): 713-935-2427	FAX (A/C No): 713-935-4660
E-MAIL ADDRESS: Marissa_Jasek@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Sompo America Insurance Company		11126
INSURER B: Endurance American Insurance Company		10641
INSURER C: Sompo America Fire & Marine Insurance Company		38997
INSURER D: Federal Insurance Company		20281
INSURER E:		
INSURER F:		

INSURED
 Island Hospitality Management III, LLC
 222 Lakeview Avenue, Suite 200
 West Palm Beach, FL 33401

COVERAGES

CERTIFICATE NUMBER: 66394479

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	
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> See Remarks GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GGR10010374003	12/31/2019	12/31/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> See Remarks <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACV41210K0 (AOS) ACV41209J0 (MA)	12/31/2019 12/31/2019	12/31/2020 12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp/Coll Ded	\$ 1,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			See Attached	12/31/2019	12/31/2020	EACH OCCURRENCE	\$ 100,000,000
							AGGREGATE	\$ 100,000,000
								\$
C	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 checked="" type="checkbox"/> N N/A			JCDS1027B0	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Liquor Liability			GGR10010374003	12/31/2019	12/31/2020	Each Common Cause Policy Aggregate	\$1,000,000 \$5,000,000

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

INSURER(S) AFFORDING COVERAGE:
 INSURER A, B, and C have AM Best Rating A+XV.

See Attached...

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Island Hospitality Management III, LLC 222 Lakeview Avenue, Suite 200 West Palm Beach, FL 33401	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

GL Forms:
 Waiver CG2404 0509. Additional Insured CG2026 0413. Additional Insured Franchisor CG2029 04 13. Primary & Non-Contributory CG2001 0413. EGL09180516 Primary & Non-Contributory for specific entities where applicable. Herbicide & Pesticide Limited Pollution EGL0647 0716. NY Third Party Cancel (30 days) EGL1380 0616. GKLL (State of MA ONLY) Included in GL Policy (\$1M Limit - Each Location & Aggregate, subject to \$1,000 comp/coll deductible) Per form EGL0645 0616.

Auto Forms:
 Additional Insured: SCA 01 002 1013; SCA 01 016 0718 (FL); SCA 01 013 0718 (NY); SCA 01 014 078 (KY). Various state specific provisions apply per policy. Waiver: CA0444 10-13. Primary & Non-Contributory: SCA00 012 10/13 and SCA01 016 0310 (FL). Various state specific provisions apply per policy. GKLL (All Other States except MA) Included in Auto Policy (\$1M Comprehensive Limit subject to deductibles of \$1,000 each auto/\$2,500 maximum for all loss in any one event; \$1M Collision subject to a deductible of \$1,000 for each customer's auto) per form CA9937 10/13. Hired Car Physical Damage - ACV subject to: \$100 Comprehensive Deductible; \$1,000 Collision Deductible

Workers Comp Forms: Waiver WC000313 4-84.

Umbrella Liability Policy#: 93649616 - Effective 12/31/2019 - 12/31/2020
 Carrier: Federal Insurance Company - NAIC# 20281; AM Best Rating: A++ XV
 Limit: \$15,000,000; Retention: \$10,000
 Policy has per location aggregate subject to maximum of 10 locations.

Excess Liability Policy#: ECO2060612791 - Effective 12/31/2019 - 12/31/2020
 Carrier: Ohio Casualty Insurance Company - NAIC# 24074; AM Best Rating: A XV
 Limit: \$10,000,000 xs \$15,000,000
 Policy has per location aggregate subject to maximum of 10 locations.

Excess Liability Policy#: EXC3237055 - Effective 12/31/2019 - 12/31/2020
 Carrier: Great American Assurance Company - NAIC# 26344; AM Best Rating: A+ XV
 Limit: \$25,000,000 xs \$25,000,000
 Policy has per location aggregate subject to maximum of 10 locations.

Excess Liability Policy#: XC5EX00885191 - Effective 12/31/2019 - 12/31/2020
 Carrier: Everest National Insurance Company - NAIC# 10120; AM Best Rating: A+ XV
 Limit: \$25,000,000 xs \$50,000,000

Excess Liability Policy#: USL003381195 - Effective 12/31/2019 - 12/31/2020
 Carrier: Fireman's Fund Insurance Company - NAIC# 21873; AM Best Rating: A+ XV
 Limit: \$25,000,000 xs \$75,000,000

Employment Practices Liability Policy#: MR191915 - Effective 12/31/2019 - 12/31/2020
 Carrier: Underwriters at Lloyds, London (AM Best Rating: A XV)
 Limit: \$5,000,000 Each Claim and Max Limit Subject to SIR of \$25,000 Each and Every Claim.

Crime Policy#: CCP004915420 - Effective: 11/1/2019 - 11/1/2020
 Carrier: Fidelity and Deposit Company of Maryland (NAIC 39306; AM Best A+ XV)
 Limit: Employee Dishonesty (Theft) \$1,000,000 / Deductible \$5,000; Guest Property-In Safe Deposit Box \$100,000; Guest Property Inside the Premises \$500,000 Occurrence / \$20,000 Per Guest. Guest Property Deductible: \$1,500

Terrorism Liability Policy#: FC0177619 - Effective 12/31/2019 - 12/31/2020
 Carrier: Underwriters at Lloyds, London - AM Best Rating: A XV
 Limit \$50,000,000 Per Occurrence subject to \$25,000 Deductible Each Occurrence

E&O - Professional Liability Policy#: 0310-4941 - Effective 12/31/2019 - 12/31/2020
 Carrier: Allied World Surplus Lines Insurance Company - NAIC# 24319; AM Best Rating: A XV Limit: \$5,000,000 Each Claim including Claim Expenses and SIR \$10,000 Each and Every Claim

Cyber Policy Number W1D407190401 - Effective 12/31/19 - 12/31/2020
 Carrier: Underwriters at Lloyds, London - AM Best Rating: A XV
 Policy Aggregate \$3M subject to \$75,000 Retention Each Claim; \$10,000 Retention for Forensic & Public Relations/Crisis Management and \$5,000 for Legal.

Description of Operations:

RE: Hampton Inn & Suites Exeter - 59 Portsmouth Avenue, Exeter, NH 03833
 Chatham Exeter HAS, LLC; Chatham Exeter HAS Leaseco, LLC; and Chatham Lodging Trust are included as named insureds.

Subject: Accommodations for First Responders (SS-2020-OCOM-04-ACCOM-11)

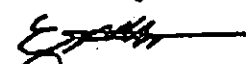
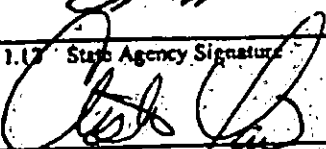

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Chatham Exeter HAS Leasco LLC d/b/a Hampton Inn & Suites-Exeter		1.4 Contractor Address 59 Portsmouth Avenue Exeter, NH 03883	
1.5 Contractor Phone Number (603)-658-5555	1.6 Account Number 010-090-7039-500731-90027027	1.7 Completion Date June 30, 2020.	1.8 Price Limitation \$ 4,000.00
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 4/9/20		1.12 Name and Title of Contractor Signatory Erik Kentoff, VP & Secretary	
1.13 State Agency Signature  Date: 4/10/2020		1.14 Name and Title of State Agency Signatory Kristin Tujan, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Agency General (Form, Substance and Execution) (if applicable) By:  On: 4/10/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor 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 or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

18. **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.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **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.

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

23. **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.

24. **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.



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to one (1) of year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall ensure room accommodations are available at the Hampton Inn and Suites located at 59 Portsmouth Avenue, Exeter, New Hampshire for the State of New Hampshire for purposes described in this agreement.
- 1.2. The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining First Responders who experienced an unprotected exposure to with an individual who may have contracted COVID-19 based on signs and symptoms of the virus.
- 1.3. The Contractor shall ensure rooms are segregated into one (1) area of the establishment ensuring independent access from the outside, when possible.
- 1.4. The Contractor shall provide clean linens and towels on a daily basis. The Contractor shall:
 - 1.4.1. Collect dirty linens and towels that are bagged by the First Responders and left outside of the entrance to the occupied room.
 - 1.4.2. Ensure clean linens and towels are left outside of each occupied room.
 - 1.4.3. Ensure cleaning products are provided to each occupied room to ensure each First Responder has the ability to sanitize the room on a daily basis.
- 1.5. The Contractor shall collaborate with the COVID-19 Quarantine Liaison assigned by the State of New Hampshire to ensure needs of the establishment are addressed, which may include but is not limited to:
 - 1.5.1. Ensuring personal protective equipment for Contractor staff.
 - 1.5.2. Ensuring individuals experiencing severe symptoms of COVID-19 are removed from the premises within 24 hours of experiencing the first sign of severe symptoms.
- 1.6. The Contractor shall ensure accommodations are available to each First Responder:
 - 1.6.1. For a minimum of five (5) days in cases where testing for COVID-19 occurs with negative results.
 - 1.6.2. For a minimum of fourteen (14) days in cases where no testing is conducted or in cases where testing for COVID-19 occurs with positive results.

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EXHIBIT B



- 1.6.3. Who is exhibiting mild symptoms of COVID-19 for up to three (3) calendar days after presenting no fever or other symptoms of COVID-19.
- 1.7. The Contractor shall clean each vacated room prior to reusing the room for another First Responder, according to established policies and procedures.
- 1.8. The Contractor shall ensure thirty three (33) rooms are available upon request at the applicable rates identified in Exhibit C, Payment Terms.
- 1.9. The Contractor shall contact the New Hampshire Fire Academy Division of Fire Standards & Training:
 - 1.9.1. Upon the completion of the event to schedule a deep cleaning of all rooms utilized by the State of New Hampshire for the purposes outlined in this agreement.
 - 1.9.2. By calling Heather Clough, Administrative Supervisor at (603) 223-4229.
 - 1.9.3. By sending a follow up email to Heather.Clough@dos.nh.gov

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Accommodations for First Responders
EXHIBIT C



Payment Terms

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services
2. The Contractor shall submit invoices on a weekly basis that indicate the total number of rooms occupied per day with the names of the room occupants multiplied by the daily reimbursement rate of \$89.00 per night.
3. No minimum amounts of services are guaranteed and payments will be only for actual rooms utilized for the purposes identified in Exhibit B, Scope of Services.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.