



**State of New Hampshire
Department of Health and Human Services**

**REQUEST FOR GRANT APPLICATION
RGA-2021-BDAS-01-CAPIT
FOR
Capital Improvements for Recovery Housing Related to COVID-19**

September 11, 2020



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REQUEST FOR APPLICATIONS

1. Request for Services

1.1. Purpose and Overview

1.1.1. Purpose

This Request for Grant Applications (RGA) is published to solicit applications for Recovery Housing COVID-19 related capital improvements from vendors operating Recovery Houses who are certified or accredited by a nationally recognized certifying and/or accrediting body or any of the following organizations:

- The New Hampshire Coalition of Recovery Residences (NHCORR).
- The National Alliance for Recovery Residences (NARR).
- The Joint Commission on Accreditation of Healthcare Organizations (JCAHO).
- The Commission on Accreditation of Rehabilitation Facilities (CARF).

Funding must be used for capital improvements necessary to respond to or mitigate the effects of the COVID-19 public health emergency.

1.1.2. Overview

On August 03, 2020, the Governor's Office for Emergency Relief and Recovery (GOEFRR) made recommendations to the Governor to provide funding to Recovery Houses in order that they can increase or optimize their capacity due to COVID-19 pandemic-related needs, which may include:

- Increased demand for services;
- Spacing and/or layout modifications to ensure social distancing; or
- Other capital improvements designed to assist New Hampshire's Recovery Houses with responding to the unique challenges presented by COVID-19.

On August 04, 2020, the recommendation for the Department to solicit applications for distribution of funding through the Request for Grant Application (RGA) process was approved.

1.2. Grant Requirements

Applicants must demonstrate current certification or accreditation by a nationally recognized certifying and/or accrediting body or any of the following organizations:

- The New Hampshire Coalition of Recovery Residences (NHCORR).
- The National Alliance for Recovery Residences (NARR).



- The Joint Commission on Accreditation of Healthcare Organizations (JCAHO).
 - The Commission on Accreditation of Rehabilitation Facilities (CARF).
- 1.2.1. Applicants must provide recovery housing services to individuals who are residents of, or homeless in, New Hampshire.
 - 1.2.2. Applicants must demonstrate the need for capital improvements to existing facilities between March 8, 2020, and December 15, 2020, is a result of the COVID-19 pandemic.
 - 1.2.3. Applicants must provide detailed plans of capital improvements that were or will be completed between March 8, 2020, and December 30, 2020, which may include but are not limited to:
 - 1.2.3.1. Renovations necessary to meet the increased demand for services.
 - 1.2.3.2. Spacing and/or layout modifications to building structures to ensure appropriate social distancing.
 - 1.2.3.3. Other capital improvements designed to assist with responding to the unique challenges presented by the COVID-19 public health emergency, which may include but are not limited to:
 - 1.2.3.3.1. Fixing a defect or design flaw.
 - 1.2.3.3.2. Creating an addition, physical enlargement or expansion.
 - 1.2.3.3.3. Creating an increase in capacity, productivity or efficiency.
 - 1.2.3.3.4. Replacing a major component or structural part of the property.
 - 1.2.3.3.5. Adapting property to a new or different use.
 - 1.2.4. Applicants must submit a service quote including a detailed budget, or receipts and invoices for work completed, with a date of completion from a professional that indicates all work started no earlier than March 8, 2020, and will be, or has been, completed no later than December 15, 2020. The quote must include, but is not limited to:
 - 1.2.4.1. Legal business name of professional;
 - 1.2.4.2. Purchases;
 - 1.2.4.3. Labor expenses;
 - 1.2.4.4. Parts and materials; and
 - 1.2.4.5. Required inspections expenses, if applicable.



- 1.2.5. Applicants may provide a detailed quote for each project and a budget for each project as an agreement of intent of work to be completed with an attestation that work will be completed no later than December 15, 2020.

1.3. Project Period and Value

- 1.3.1. Grants resulting from the RGA will be effective upon Department approval through December 30, 2020.
- 1.3.2. Funding is made available through Other Funds from the Governor’s Office for Emergency Relief and Recovery (GOFERR) under Federal Funds received by the State under the Coronavirus Aid Relief, and Economic Security (CARES) Act, as awarded on March 27, 2020, by the U.S. Department of State Treasury, CFDA 21.019
- 1.3.3. The total available funding for all grants awarded through this RGA shall not exceed \$1,300,000.
- 1.3.4. All funding awarded must be expended or incurred between the dates of March 8, 2020, and December 15, 2020.

1.4. Scoring and Awarding Process

- 1.4.1. Questions will be scored using the below scoring method.

Topic	Point Value
Need - Q1	35 Points
Plan – Q2	45 Points
Budget – Q3	20 Points
Total	100 Points

- 1.4.2. Each set of responses to questions in Subsection 1.5., below, will result in a stand-alone score. Each question will be scored based on the following scoring matrix:

Score Q1	Score Q2	Score Q3	Criteria
0-10	0-15	0-6	Request not reasonable, not within timeline, is COVID-19 related, or not appropriately budgeted.
11-24	16-30	7-12	Request is reasonable, within timeline, is COVID-19 related, and budget reflects reasonable costs
25-35	31-45	13-20	Request is very reasonable, within timeline, clearly COVID-19 needed, and appropriately budgeted.



- 1.4.3. The total anticipated funding for the grant period across all awarded grants will not exceed \$1,300,000.
- 1.4.4. Currently **\$1,300,000** is available for services identified in this RGA. This amount will be updated on a biweekly basis through addendum to this RGA, or until no funds are available, at which time the RGA closing date will be updated and no further applications will be accepted.
- 1.4.5. Applications received for grant funding will be reviewed and scored in accordance with the schedule below and only as funding is available:

Applications Received From This Date	Through This Date	Will be Scored During the Week Ending
September 18, 2020	October 1, 2020	October 9, 2020
October 2, 2020	October 15, 2020	October 16, 2020
October 16, 2020	October 29, 2020	November 6, 2020
October 30, 2020	November 13, 2020	November 20, 2020
November 14, 2020	December 3, 2020	December 11, 2020

- 1.4.6. Applications will be accepted until December 3, 2020, or until all available funding has been exhausted, whichever comes first, at which time the application period will close and no further grants will be awarded.
- 1.4.7. Grant funds will be awarded based on a passing score of 75% (or 75 Points) and only if funds are available.
- 1.4.8. Grant funding will be calculated as follows:
 - 1.4.8.1. The Department will score applications received during the time periods indicated in the table specified in Paragraph 1.4.5., above.
 - 1.4.8.2. All applications obtaining a passing score of 75% will be considered for funding requested as long as the total amount requested from all vendors during the time period does not exceed the amount of funding available.
 - 1.4.8.3. If the total amount requested among all vendors exceeds the amount of funding available, the Department will apply the following formula to funding amounts requested in applications received from vendors during the time period in which applications are being reviewed:



1.4.8.3.1. Total Amount of Available Funding (TAAF) / Total Funding Amount Requested from Vendors (with a minimum score of 75) (TFAR) = Vendor Factor (VF)

1.4.8.3.2. VF * Vendor Requested Amount (VRA) = Vendor Award

Example: The Department receives three (3) applications between September 18th and October 1st. The applications will be reviewed during the week ending October 9th.

The total amount requested among all vendors who attain a minimum score of 75% is as follows:

Vendor A = \$1,000,000

Vendor B = \$500,000

Vendor C = \$900,000

TAAF = \$1,300,000

TFAR = \$2,400,000

VF = TAAF/TFAR

VF = 54.1667% Used to Award as Follows:

Vendor A \$1,000,000 * .54 = \$541,667

Vendor B \$500,000 * .54 = \$270,833

Vendor C \$900,000 * .54 = \$487,500

Total Distribution = **\$1,300,000**

1.5. Mandatory Responses to RGA Questions *(10 Page Limit for All Answers Inclusive of any Supporting Documentation)*

1.5.1. **Need – (Q1)** Describe how the project has assisted or will assist your establishment in responding to or mitigating the effects of the COVID-19 public health emergency. Include how the changes have improved or are required to meet applicable local, state or federal guidelines and/or will improve safety or outcomes for clients as related to COVID-19. **Projects that do not demonstrate a correlation to COVID-19 will not be considered for funding through this RGA.**

1.5.2. **Plan – (Q2)** Provide a detailed description of how funds have been, or will be, utilized for Recovery Housing COVID-19 related capital improvements, as defined in Paragraph 1.2.4. Include, at a minimum:

1.5.2.1. Amount of funding requested.

1.5.2.2. Fund use and purpose.

1.5.2.3. Relationship of project to COVID-19.



- 1.5.2.4. Any estimates received from licensed or certified professionals.
- 1.5.2.5. Anticipated start and completion dates of the project, which must be between the dates of March 8, 2020, and December 30, 2020.
- 1.5.2.6. Any receipts dated between March 8, 2020, and December 30, 2020, which were received for services rendered in relation to this RGA.
- 1.5.3. **Budget – (Q3)** Provide a detailed budget for the proposed or completed project. Include all costs associated with the proposed project and any other funding sources being utilized to support and/or fund part of the proposed project.
 - 1.5.3.1. A budget detail for the use of funds must be provided, including estimated costs related to the project(s). These requests must include a total cost of the project(s) being requested.
 - 1.5.3.2. Acceptable related project costs may include, but are not limited to the following:
 - 1.5.3.2.1. Onsite costs;
 - 1.5.3.2.2. Consultant fees;
 - 1.5.3.2.3. Materials;
 - 1.5.3.2.4. Building;
 - 1.5.3.2.5. Lavatory rental;
 - 1.5.3.2.6. Inspections;
 - 1.5.3.2.7. Insurance adjustments; and
 - 1.5.3.2.8. Expenses incurred by the recovery housing facility during use of funds, upon approval by the Department.
 - 1.5.3.3. Budget Narrative
 - 1.5.3.3.1. The budget narrative must provide the justification for the expenses itemized in the budget. For each budget category provide the following:
 - 1.5.3.3.1.1. Brief narrative explaining and justifying the itemized expenses included in 1.5.3.1.



- 1.5.3.3.1.2. Additional justifications may include costs related to hiring a consultant or contractor and the agreement with that selected Applicant(s) or individual(s).
- 1.5.3.3.1.3. The New Hampshire Bureau of Drug and Alcohol Services staff will review all applications for eligibility. Approved Applicant(s) may be funded for an amount less than the proposed budget amount, in the event that any proposed costs are unallowable or there are not enough funds to provide.

2. Application Process and Submission

2.1. Overview

- 2.1.1. Applications must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Paragraph 2.3.2.
- 2.1.2. Recovery Housing establishments may request funding for more than one project and must submit **a separate application for each project** for which funding is being requested.
 - 2.1.2.1. The subject line must include the following information: **RG-2021-BDAS-01-CAPIT** (email xx of xx).
 - 2.1.2.2. The maximum size of file attachments per email is 10 MB. Applications with file attachments exceeding 10 MB must be submitted via multiple emails.
- 2.1.3. Presentation
 - 2.1.3.1. One (1) electronic copy sent to the email addresses in Paragraph 2.1.1. above.
 - 2.1.3.2. Responses labeled with the same number and format as the questions in Subsection 1.5, above.
 - 2.1.3.3. Font size of eleven (11) or larger.
- 2.1.4. The Department will begin reviewing applications in accordance with the table in Paragraph 1.4.5., above, contingent upon available funding.
- 2.1.5. Applications will be reviewed and scored during the timeframes specified in Paragraph 1.4.5., above, in accordance with the date and time indicated on the email that contains the application documents.



- 2.1.6. Applications will be accepted until all available funding has been exhausted, at which time the application period will close and no further grants will be awarded.
- 2.1.7. Applicants submitting applications after the date and time all funding is exhausted will be notified that all funds have been exhausted and no further applications are being reviewed.

2.2. Application Content

2.2.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:

- 2.2.1.1. Reference, RGA-2021-BDAS-01-CAPIT;
- 2.2.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the selected Applicant(s) or individual(s);
- 2.2.1.3. Acknowledge that the Applicant has read this Request for Grant Application, understands it, and agrees to be bound by its requirements; and
- 2.2.1.4. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Grant Application.

2.2.2. Mandatory Responses to RGA Questions in Subsection 1.5.

2.2.3. **Licenses, Certificates and Permits** as required by this Request for Application.

2.2.4. **Current Certificate of Insurance**

2.2.5. **New Hampshire Certificate of Good Standing**

The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.

2.2.6. **Financial Information required in Paragraph 3.3.1**



2.3. Time Table and Contact Information

2.3.1. Schedule of Events

Item	Action <i>(All times are according to Eastern Standard Time. The Department reserves the right to modify these dates at its sole discretion.)</i>	Date
1.	RGA Release Date	September 11, 2020
2.	RGA Applicant Questions Submission Deadline	September 15, 2020 11:59 PM
3.	Department Responses to Questions Published	September 16, 2020
4.	Application Acceptance Date and Time	See Paragraph 1.4.5., above.

2.3.2. All questions and applications must be submitted electronically to:

State of New Hampshire
 Department of Health and Human Services
 Denise Sherburne, Contract Specialist
 Bureau of Contracts & Procurements
 129 Pleasant Street
 Concord NH 03301
 Email: Denise.Sherburne@dhhs.nh.gov
 Phone: (603) 271-9540

2.3.3. From the date of release of this RGA until an award is made and announced regarding the selection of an Applicant, all communication with personnel employed by or under contract with the Department regarding this RGA is prohibited unless first approved by the RGA Point of Contact listed in Paragraph 2.3.2, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RGA with any potential contractor during the selection process, unless otherwise authorized by the RGA Point of Contact. Applicants may be disqualified for violating this restriction on communications.

2.4. Applicant's Questions and Answers

2.4.1. All questions about this RGA, including but not limited to requests for clarification, additional information or any changes to the RGA must be made in writing, citing the RGA page number and part or subpart, and submitted by email to the Contract Specialist identified in Paragraph 2.3.2.



- 2.4.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 2.4.3. Questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 2.4.4. Questions must be received by the deadline provided in Paragraph 2.3.1, Schedule of Events.
- 2.4.5. Written answers to questions received will be published on the Department's website on or about the date indicated in Paragraph 2.3.1., Schedule of Events.

2.5. Validity of Application

Applications must be valid for one hundred eighty (180) days following the deadline for submission in the Procurement Timetable above, or until the Effective Date of any resulting Grant Agreement, whichever is later.

3. Notices

3.1. Exceptions

- 3.1.1. To the extent that an Applicant believes that exceptions to the standard form Grant Agreement, General Provisions, which is attached as Appendix A, will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RGA question period identified Paragraph 3.1.1., Schedule of Events.
- 3.1.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 3.1.3. If the Department accepts an Applicant's exception the Department will, at the conclusion of the RGA Question Period, provide notice to all potential Applicants of the exceptions that have been accepted and indicate that exception is available to all potential Applicants by publication of the Department's responses on or about the date indicated in Subsection 1.5.
- 3.1.4. Any exceptions to the standard form Grant Agreement and standard exhibits that are not raised by an Applicant during the RGA Question Period will not be considered. In no event is an Applicant to submit its own standard grant terms and conditions as a replacement for the Department's terms in response to this solicitation.

3.2. RGA Amendment



The Department reserves the right to amend this RGA, as it deems appropriate, prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RGA, the Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department's website.

3.3. Application Submission

3.3.1. **Statement of Applicant's Financial Condition** (Note: If applicant is an individual, this Section does not apply.)

3.3.1.1. The Applicant's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered by the Department as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.

3.3.1.2. Each Applicant must submit audited financial statements for the four (4) most recently completed fiscal years. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles.

3.3.1.3. Complete financial statements must include the following:

3.3.1.3.1. Opinion of Certified Public Accountant;

3.3.1.3.2. Balance Sheet;

3.3.1.3.3. Income Statement;

3.3.1.3.4. Statement of Cash Flow;

3.3.1.3.5. Statement of Stockholder's Equity of Fund Balance;

3.3.1.3.6. Complete Financial Notes; and

3.3.1.3.7. Consolidating and Supplemental Financial Schedules.

3.3.1.4. An Applicant, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. An Applicant, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Applicant alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or



owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

3.3.1.5. If an Applicant is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the Applicant shall submit the following as part of its Application:

3.3.1.5.1. Uncertified financial statements; and

3.3.1.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

3.4. Compliance

3.4.1. Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the grant period.

3.5. Public Disclosure

3.5.1. Pursuant to RSA 21-G:37, the content of responses to this RGA must remain confidential until the final approval of the grant award. Applicant's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.

3.5.2. The content of each Application and addenda thereto will become public information once the Governor has approved a grant agreement. Any information submitted as part of an Application in response to this RGA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any grant award entered into as a result of this RGA will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

3.5.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Applicant is strongly encouraged to provide a redacted copy of their application.**



3.5.4. Each Applicant acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by an Applicant as confidential, the Department shall notify the Applicant and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Applicant without incurring any liability to the Applicant.

3.6. Non-Commitment

Notwithstanding any other provision of this RGA, this RGA does not commit the Department to award a grant. The Department reserves the right to reject any and all Applications or any portions thereof, at any time and to cancel this RGA and to solicit new Applications under a new Application process.

3.7. Request for Additional Information or Materials

The Department may ask any Applicant to provide additional information or materials needed to clarify information presented in the Application. Such a request will be issued in writing and will not provide an Applicant with an opportunity to change, extend, or otherwise amend its Application in intent or substance.

3.8. Liability

By submitting an Application in response to this RGA, an Applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in connection with an Application, or for work performed prior to the Effective Date of a resulting grant agreement.

3.9. Oral Presentations and Discussions

The Department reserves the right to require some or all Applicants to make oral presentations of their Application. The purpose of the oral presentation is to clarify and expound upon information provided in the written application. Applicants are prohibited from altering the original substance of their Applications during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Applicant.



3.10. Successful Applicant Notice and Grant Award Negotiations

If an Applicant(s) is selected, the Department will notify the successful Applicant(s) in writing of their selection and the State's desire to enter into grant award negotiations. Until the Department successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the Department. In the event negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The Department will notify Applicant(s) that are not initially selected to enter into negotiations.

3.11. Scope of Award and Grant Award Notice

- 3.11.1. The Department reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A grant award is contingent on approval by the Governor.
- 3.11.2. If a grant is awarded, the Applicant must obtain written consent from the Department before any public announcement or news release is issued pertaining to any grant award.

3.12. Site Visits

The Department may, at its sole discretion, at any time prior to grant award, conduct a site visit at the Applicant's location or at any other location deemed appropriate by the Department, to determine the Applicant's capacity to satisfy the terms of this RGA. The Department may also require the applicant to produce additional documents, records, or materials relevant to determining the Applicant's capacity to satisfy the terms of this RGA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Applicant.

3.13. Protest of Intended Award

Any challenge of an award made or otherwise related to this RGA shall be governed by RSA 21-G:37, and the procedures and terms of this RGA. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RGA. In the event that any legal action is brought challenging this RGA and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

3.14. Contingency

Aspects of the award may be contingent upon changes to state or federal laws and regulations.



3.15.Ethical Requirements

From the time this RGA is published until a grant is awarded, no Applicant shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Application to this RGA, or similar request for submission and every such Applicant shall be disqualified from submitting any Applicant or similar request for submission issued by any state agency. An Applicant that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

4. Appendices

4.1. Appendix A –Standard Department COVID – 19 Grant Agreement (for reference only-do not return)



Department COVID-19 Grant Agreement

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

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: NH Department of Health and Human Services, Division of Behavioral Health

1.2. State Agency Address: 105 Pleasant Street, Concord, NH 03301

1.3. Grantee Name: _____

1.4. Grantee Address: _____

1.5. Grantee Telephone Number: _____

1.6. State Vendor Number: _____

1.7. Completion Date: 12/30/2020

1.8. Grant Amount not to exceed _____

1.9. Grant Officer for State Agency: TBD

1.10. State Agency Telephone Number: (603) 271-XXXX

1.11. Grantee Signature: Designated Signing Authority

Signature
Print Name: _____ Title: _____ Date: _____

1.12. State of New Hampshire Signature:

Signature
Print Name: _____ Title: _____ Date: _____

Initials _____

Date _____



2. SCOPE OF ALLOWABLE USE OF FUNDS:

In exchange for grant funds from the State award under the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as “Department”), the Grantee identified in Paragraph 1.3 (hereinafter referred to as “the Grantee”), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as business expenditures for recovery houses to complete projects to increase capacity to address need created as a result of the COVID-19 pandemic that occurred between March 1, 2020 and December 30, 2020. (Note – There is no Federal Award Identification Number (FAIN) known to the State for this award). The allowable purposes and use of funds are more specifically described in EXHIBIT A.

3. EFFECTIVE DATE: COMPLETION OF GRANT.

This Agreement, is entered into and authorized by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Department in paragraph 1.12 (“the effective date”).

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 30, 2020.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

The Grant Amount is identified in paragraph 1.8 and is more particularly described in EXHIBIT B, attached hereto. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Grant, as determined by the Department, the Department shall pay the Grantee the Grant Amount.

The payment by the Department of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee’s allowable expenses, nothing in this Agreement shall be construed to limit the Grantee’s ability to pursue other COVID-19 relief that may be available. However, under this Agreement, the Department shall have no liabilities to the Grantee other than the Grant Amount.

Notwithstanding anything 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 Grant limitation set forth in Paragraph 1.8 of these general provisions.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

In connection with the performance of the Grant, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

Initials _____

Date _____



6. RECORDS AND ACCOUNTS.

Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee’s normal business hours, and as often as the Department, GOFERR, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the Department, GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the Department, GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, “Grantee” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3 of these provisions

7. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, all obligations of the Department hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the Department be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the Department shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES.

9.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):

- 9.1.1. Failure to perform the Grant satisfactorily or on schedule;
- 9.1.2. Failure to submit any report required hereunder;
- 9.1.3. Failure to maintain, or permit access to, the records required hereunder; or
- 9.1.4. Failure to perform any of the other covenants and conditions of this Agreement.

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- 9.2. Upon the occurrence of any Event of Default, the Department may take any one, or more, or all, of the following actions:
 - 9.2.1. Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination;
 - 9.2.2. Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the Department determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;
 - 9.2.3. Set off against any other obligation the Department may owe to the Grantee any damages the Department suffers by reason of any Event of Default;
 - 9.2.4. Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the Department, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and/or
 - 9.2.5. Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.
- 10. TERMINATION.
 - 10.1. In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.
 - 10.2. In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the Department shall entitle the Grantee to retain the portion of the Grant amount earned up to and including the date of termination.
 - 10.3. The approval of such a Termination Report by the Department shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the Department as a result of the Grantee's breach of its obligations hereunder.
 - 10.4. Notwithstanding anything in this Agreement to the contrary, either the Department or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

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Date _____



11. CONFLICT OF INTEREST.

No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12. GRANTEE’S RELATION TO THE GOFERR.

In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the Department. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the Department nor are they entitled to any of the benefits, workmen’s compensation or emoluments provided by the Department to its employees.

13. ASSIGNMENT AND SUBCONTRACTS.

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

14. INDEMNIFICATION.

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

15. INSURANCE AND BOND.

15.1. The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

- 15.1.1. Statutory workmen’s compensation and employees liability insurance for all employees engaged in the performance of the Grant, and
- 15.1.2. Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident; and
- 15.1.3. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire.

Initials _____

Date _____



16. WAIVER OF BREACH.

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

17. NOTICE.

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

18. AMENDMENT.

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

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. 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 relating hereto.

22. SPECIAL PROVISIONS.

The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

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GRANT AGREEMENT EXHIBIT A

Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee, [redacted] will use the grant funds for Recovery Housing COVID-19 related capital improvements, specifically [recipient to provide specific description of project and how it will increase capacity and respond to COVID]. The Recovery House must be accredited through a nationally recognized certifying and/or accrediting body. Funds must be used for capital improvements necessary to respond to or mitigate the effects of the COVID-19 public health emergency, and must be completed and operational before December 30, 2020.
2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose as defined in in the CARES Act, H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as:
 - 2.1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
 - 2.2. Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - 2.3. Were incurred during the period that begins on March 1, 2020, and for purposes of this Agreement, ends on December 30, 2020.
3. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by the Department and GOFERR before use to ensure that the sub-awards contain adequate provisions that the funds can only be used for allowable CARES Act costs and require compliance with other applicable 2 CFR 200 requirements.
4. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and U.S. Treasury Answers to Frequently Asked Questions (FAQ’s) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
5. Grantee may charge direct costs and indirect costs as provided by 2 CFR Subpart E, Cost Principles.
6. Reporting: Grantee shall provide monthly reports electronically to the Department grant officer by e-mail or other electronic means subsequently designated by the Department by the 15th of the month detailing the uses of the grant funds to date. The Grantee shall include in such report expenses and costs related to COVID-19 for which the grant funds have been used, and shall break down the reporting by facility location at the town level.
7. Any portion of the grant not expended by Grantee for allowable costs by December 30, 2020, must be returned to the State with the closeout report described in Exhibit C.
8. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or

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plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. EXHIBIT I and J should be returned completed with the executed Grant Agreement, and must be received completed before any disbursement can be made. This requirement must be passed through to sub-recipients.

9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Relief Funds. Therefore the Department may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by the Department.

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Date _____



GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

1. Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be issued by check or ACH, depending on the vendor registration.
2. The Department will pay the Grantee, the sum of \$_____ (the Grant Amount).
3. The Department may award up to 25% of the total grant amount upon execution and approval of this agreement. The Department shall pay the remainder based on monthly invoices submitted by the recipient indicating the work completed during the prior 30 days.

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GRANT AGREEMENT EXHIBIT C

Special Provisions

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), are considered legally binding and enforceable documents under this contract. The Department reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee’s fiscal year ending after December 30, 2020.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to the Department within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

4. Program and financial records pertaining to this contract shall be retained by the Grantee for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

5. The following paragraphs shall be added to the general provisions:

“23. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the “Grant” funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.”

“24. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

“25. COPELAND ANTI-KICKBACK ACT. All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Grantee, subcontractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee should report all suspected violations to the Department.

Initials _____

Date _____

Appendix A – Standard Department COVID-19 Grant Agreement



- “26. PROCUREMENT. Grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)”
- “27. CLOSE OUT OF CONTRACT. By January 15, 2021 Grantee shall submit a final report electronically to the Department’s grant officer by e-mail or other electronic means subsequently designated by the Department of the uses of the grant funds through December 30, 2020, and, to the extent that the recipient has more than one location, shall break down the reporting by facility location. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to the Department, by check payable to Treasurer, State of New Hampshire.

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Date _____



GRANT AGREEMENT EXHIBIT D

Drug-Free Workplace

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee’s representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Shannon Quinn
NH Department of Health and Human Services
Division for Behavioral Health
105 Pleasant Street
Concord, NH 03301
Shannon.Quinn@dhhs.nh.gov

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the

Initials _____

Date _____

Appendix A – Standard Department COVID-19 Grant Agreement



grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Grantee Name

Period Covered by this Certification

Name and Title of Authorized Grantee Representative

Grantee Representative Signature

Date

Initials _____

Date _____



GRANT AGREEMENT EXHIBIT E
Lobbying

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee’s representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus Relief Fund

Contract Period: March 1, 2020 – December 30, 2020

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee Representative Signature

Grantee’s Representative Title

Grantee Name

Date

Initials _____

Date _____



**GRANT AGREEMENT EXHIBIT F
Debarment**

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee’s representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to the Department, to whom this Grant is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- (7) The Grantee further agrees by submitting this Grant that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the

Initials _____

Date _____



covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the Department may terminate this transaction for cause or default.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

Grantee Representative Signature

Grantee's Representative Title

Print Grantee Name

Date

Initials _____

Date _____



GRANT AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Grant Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

Initials _____

Date _____



GRANT AGREEMENT EXHIBIT H

CERTIFICATION

Public Law 103-227, Part C

ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

Initials _____

Date _____



Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the Department. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to the Department, GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of CARES Act funds extended by the Department, GOFERR upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department, GOFERR, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by the Department including installment payments on account after such date of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to the Department).

Grantee Representative Signature

Grantee's Representative Title

Print Grantee Name:

Date

Initials _____

Date _____



GRANT AGREEMENT EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually' and
 - b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee’s representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to the Department and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Grantee Representative Signature

Grantee Representative Title

Grantee Name

Date

Initials _____

Date _____

