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STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE for

EMERGENCY RELIEF AND RECOVERY

October 12, 2021

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into grant agreements without further approval and waive MOP 150, V, A, 6, using the terms and conditions (see template attached) in an amount not to exceed \$11,500,000, in Coronavirus Aid, Relief and Economic Security (CARES) Act Funding to make awards for the COVID-19 Relief for Long Term Care (LTC) Program to address the effects of COVID-19 that have occurred through December 31, 2021, effective upon approval of the Governor and Council through June 30, 2022 Funding Source: 100% Federal Funds.

Funds are available as follows:

01-02-002-020210-Governor's Office for Emergency Relief and Recovery,
19110000 - Office of the Director

072-500575 - Grants Federal

FY2022
\$11,500,000

EXPLANATION

The COVID-19 Impact Long Term Care Program is a benefit program to compensate New Hampshire eligible LTC facilities for the increased cost of care due to COVID-19 from January 1, 2021 through September 30, 2021. The program also provides an incentive to eligible LTC facilities to safely increase capacity between October 1, 2021 and December 15, 2021.

This program will help to provide resources for long term care facilities that have seen an increase in the cost of providing care during COVID-19 pandemic by December 31, 2021. The increased costs, which have continued through 2021, have been due to the need to:

- 1) Adapt physical spaces;
- 2) Pay for increased operating costs associated with responding to the pandemic such as increased costs associated with infection control, visitor screening, workforce challenges including recruitment, education reimbursement and wages, and PPE; and
- 3) Implement other measures to help reduce the likelihood of ongoing transmission of coronavirus.

GOFERR will accept grant applications into November, 2021. Awards will be for increased costs and increased capacity on a per bed basis.

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GOFERR will make awards in accordance with the terms and conditions in the attached template. The terms and conditions will be part of the application that must be submitted by an entity for an award in this program and will become the grant agreement when an award is approved by GOFERR.

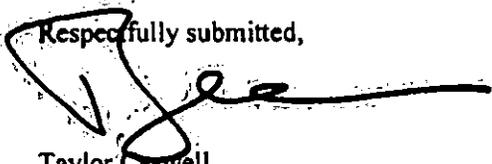
LTC COVID 2021 Increased Costs Award: These will be general grants calculated at \$2,500 per bed based on September 30, 2021 census that will be distributed to New Hampshire long term care facilities serving the Medicaid population to ensure that they have adequate capacity to accommodate the needs of the population served while mitigating the spread of COVID-19 in accordance with the CDC and the New Hampshire Division of Public Health guidelines.

LTC Increased Capacity Award: These will be grants calculated at \$2,500 per added bed between October 1, 2021 and December 15, 2021 that will be distributed to New Hampshire long term care facilities serving the Medicaid population as an incentive to safely increase capacity.

Entities that have not filed an application will not be eligible for either award.

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

Respectfully submitted,



Taylor Caswell,
Executive Director, GOFERR

Agreement and Certification

Record Retention:

If an award is made as a result of this Application, the Applicant/Awardee is required to retain all records pertaining to matters covered by this Application and any resulting award, including, but not limited to, all expense records for 5 years from December 31, 2021. Any award resulting from this Application may be subject to Governor's Office for Emergency Relief and Recovery (GOFERR) (hereinafter "State") or federal audit requirements. For the period from the date of the grant award and for five (5) years thereafter, at any time during the normal business hours of the Applicant/Awardee, and as often as the State, or federal auditors, shall demand, the Applicant/Awardee shall make available to the State or federal auditors all records pertaining to matters covered by this Application and any resulting award. The Applicant/Awardee shall permit the State, or federal auditors, to audit, examine, and reproduce such records, and to make audits of all records, including, but not limited to, all income received, contracts, invoices, materials, payrolls, records of personnel, and other information pertaining to all matters covered by this Application and any resulting award.

Binding Contract:

The Applicant/Awardee understands, agrees and accepts that, while there is no legal obligation for the State to make an award to Applicant/Awardee based on this Application, this Application will be used to determine the eligibility of the Applicant/Awardee for an award that will be paid based on a reimbursement basis for approved expenses that are incurred, as defined by the United States Treasury Guidance related to the Coronavirus Relief Funds, prior to December 31, 2021. The Applicant/Awardee understands, agrees and accepts that this Application, and the terms contained herein, any requirements in the Program Description and any Frequently Ask Questions about this program posted on the GOFERR website, and any requirements in the notice of award, will become a binding contract if the determination is made to provide the Applicant/Awardee with an award in any amount.

Public Disclosure Notification:

The business names and addresses of all Applicants, and the amount of every award made to all Applicants/Awardees, will be public information, subject to disclosure, and may be posted on the GOFERR website. GOFERR will assert that any information obtained through this application, other than business names and addresses, and award amounts, is confidential financial information that is exempt from disclosure under RSA 91-A:5, IV, unless ordered to disclose such information by a court of competent jurisdiction.

Certification:

The Applicant/Awardee hereby certifies that all information provided in this Application is true, complete, accurate, and up-to-date as of the date specified below. The Applicant/Awardee further certifies that there are no misrepresentations of information provided. The

Applicant/Awardee understands that it must immediately notify GOFERR in regards to any changes, corrections, or updates to the information provided.

Agreement to Electronic Signature:

By submitting this Application and checking the box for acceptance, the Applicant/Awardee understands, agrees and accepts use of its electronic signature as binding and final in accordance with all terms of RSA 294-E, the Uniform Electronic Transactions Act.