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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

- 1: Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to allocate \$3,500,000 in Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding to New Hampshire State executive branch agencies, or qualified state instrumentalities for costs directly related to responding to or mitigating the effects of COVID-19 incurred between January 1, 2021 and June 30, 2021. Additionally, the New Hampshire Board of Bar Examiner as part of the judicial branch for increased costs related to online administration of the bar exam from February 2021 and July 2021. Except for expenses for administration of the July 2021 bar exam, this is limited to expenses incurred through June 30, 2021 that have not been reimbursed under any other federal program, effective upon Governor and Council approval through June 30, 2022. 100% Federal Funds.
2. Contingent on Requested Action #1, authorize GOFERR to pay from available funding by transferring such funding allocated to each state agency for allowable expenses to be credited to the same class line and purpose effective upon your approval. 100% Federal Funds
3. Also, contingent on Request Action #1, authorize GOFERR to enter into grant agreements (see template attached) to provide reimbursement for allowable expenses to qualified state instrumentalities that are established as a body politic and corporate without further approval and waive MOP 150,V, A, 6, effective upon your approval. 100% Federal Funds.

Funds for this are available in 01-02-002-020210 – Governor's Office for Emergency Relief and Recovery, 19110000 – Office of the Director, as follows:

	<u>FY2022</u>
072 - 500574 – Grants Federal	\$53,000
085-5885XX – Inter Agency Transfer of Funds	\$3,447,000

EXPLANATION

The State's response to COVID-19 impacted its executive branch agencies and other state instrumentalities (State Agencies). State Agencies incurred unbudgeted-for expenses for various aspects of the pandemic response. State Agencies incurred expenses for:

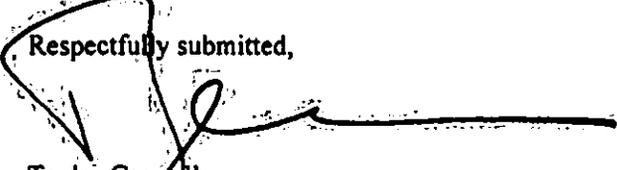
- Public health expenses
- Payroll expense for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency and for 10% temporary emergency wage enhancement paid to state employees pursuant to Emergency Order 2020-04 while physically working in a retail establishment.
- Expenses of actions to facilitate compliance with COVID-19-related public health measures
- Other COVID-19-related expenses reasonably necessary to the function of government that satisfy the CARES Act funds eligibility criteria

GOFERR will replace the expense account of 5885XX with the appropriate agency code that coincides with the eligible agencies that meet the criteria to receive funds once certified.

All CARES Act funds used under this allocation are for expenses or costs incurred by December 31, 2021.

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

Respectfully submitted,



Taylor Caswell,
Executive Director, GOFERR

CRF COVID-19 Grant Agreement

(Beneficiary Award)

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

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor's Office for Emergency Relief and Recovery

1.2. State Agency Address: 1 Eagle Square, 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: 12/31/2021

1.8. Grant Amount not to exceed \$ _____

1.9. Grant Officer for GOFERR: _____

1.10. GOFERR Telephone Number: (603)271- _____

1.11. Grantee Signature: Designated Signing Authority

_____ Date: _____

Signature

Print Name: _____ Title: _____

1.12. State of New Hampshire Signature:

_____ Date: _____

Signature

Print Name: _____ Title: _____

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from 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 "GOFERR"), 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: Necessary agency expenses incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) that occurred between January 1, 2021 and June 30, 2021 that have not been

reimbursed under any other federal program. (Note – There is no Federal Award Identification Number (FAIN) known to the State for this award).

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by GOFERR in Paragraph 1.12 (“the Effective Date”). Notwithstanding the completion date, the expenses that are the basis of this award must have been incurred in their entirety prior to June 30, 2021.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in Paragraph 1.8. 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. The payment by GOFERR 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, GOFERR shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, 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 all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

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 necessary business expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

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 GOFERR, the Governor’s Office for Emergency Relief and Recovery (GOFERR), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the 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, records of personnel, 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.

7. PERSONNEL: The Grant Officer shall be the representative of the GOFERR 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. EVENT OF DEFAULT: REMEDIES.

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"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

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

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, 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
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. GRANTEE'S RELATION TO GOFERR: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or GOFERR. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind GOFERR nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

10. WAIVER OF BREACH: No failure by the GOFERR 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 GOFERR to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

11. REPORTING: Grantee is a direct beneficiary of this award and this award is made on a reimbursement basis for already incurred expenses for which adequate documentation has been submitted to GOFERR, therefore no further reporting is necessary.

12. 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.

13. PUBLIC DISCLOSURE NOTIFICATION: The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the GOFERR website.

14. CERTIFICATION: 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.**