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STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

June 20, 2022

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into an agreement with Easter Seals New Hampshire, Inc., Vendor Code 177204, 555 Auburn Street, Manchester, NH. 03103 in the amount not to exceed \$22,974,523 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) for the Veteran Housing and Retreat Center (Camp NH), a Veterans campus providing mixed housing, supportive services, and a retreat for Veterans and their families, upon approval of Governor and Executive Council through December 31, 2026. This is an allowable use of ARP SFRF funds under Section 602 (c)(1)(C) for provision of government services to the extent of the reduction in revenue. **100% Federal Funds.**

Funds are available in the following account for Fiscal Year 2023, and are anticipated to be available in future fiscal years, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation of this agreement through the Budget Office, if needed and justified:

01-02-002-020210 - Governor's Office for Emergency Relief and Recovery,
24690000 - ARP Grants and Disbursements

State FY	Class-Account	Class Title	Amount
2023	072-500575	Grants Federal	\$ 15,000,000
2024	072-500575	Grants Federal	\$ 7,974,523
		Total	\$ 22,974,523

EXPLANATION

This agreement with Easter Seals NH is to develop a Veteran Housing and Retreat Center (previously referred to as Camp NH), which will be a mixed housing, supportive services, and retreat campus for Veterans and their families. The campus will be located on a 15-acre site located in Franklin, NH that includes 31 units of permanent housing and 30 respite/retreat beds for Veterans and guests. Through key partnerships, the goal is to create a "One Stop" approach to care for those in need.

The program and campus would benefit from collaborative partnerships with Veteran services organizations and help ensure a continuum of care and service. The holistic integration of care coordination, therapeutic and recreational services are pivotal to recovery and overall wellness.

Examples of services that will be provided include:

- Care Coordination through ESNH MVS
- Home care services
- Transportation services to ensure access to key resources in the community
- Behavioral health services, including mental health and substance use treatment programs

"Veterans Count," a program of Easter Seals, is committed to financially supporting the balance of the operations of the campus.

With a focus on providing high quality, coordinated and holistic services in conjunction with safe, stable and affordable housing, the campus will be the regional Center of Excellence for Veterans' services across New England.

The campus plan will include amenities to assist in the health and wellness of residents and guests, including fully accessible dining, meeting, and recreational spaces as well as an art gallery, offices, and accessible bedrooms and bathrooms for overnight accommodations. And the campus is advantageously located with direct access to the Northern Rail Trail (ideal for walking, running, and cycling) and the Merrimack River (with fishing, canoeing/kayaking, and white water rafting available).

This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(C) for provision of government services to the extent of the reduction in revenue. All SFRF funds will be obligated by December 31, 2024 and fully expended by December 31, 2026.

This agreement also includes measures to protect the State and its investment in this project by enabling the reallocation of ARPA SFRF funds to other eligible uses if certain benchmarks are not met and ensures that the burden of operating the campus and liability relative to a federal interest in the property remain with Easter Seals.

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

GOFERR COVID-19 Grant Agreement
(Sub-award Template - ARPA SFRF)

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

1.3. Grantee Name: Easter Seals New Hampshire, Inc.

1.4. Grantee Address AND E-MAIL: 555 Auburn Street, Manchester, NH 03103
mbeauregard@eastersealsnh.org

1.5 Grantee Telephone Number: 603-641-9441

1.6. State Vendor Number: 177204

1.7. Completion Date: December 31, 2026

1.8. Grant Amount not to exceed: \$22,974,523

1.9. Grant Officer for State Agency: Rhonda Hensley, Grant Officer, GOFERR

1.10. State Agency Telephone Number: (603)271-7957

1.11. Grantee Signature: Designated Signing Authority

Easter Seals New Hampshire, Inc.

By: Maureen Beauregard Date: 6/17/2022
Signature

Print Name: Maureen Beauregard
Title: President

1.12. State of New Hampshire Signature:

Chase Hagaman Date: 6/20/2022
Signature

Print Name: Chase Hagaman Title: Deputy Director, GOFERR

1.13. Approved as to form substance and execution NH Department of Justice (If necessary):

Christopher Bond Date: 6/21/22
Signature

Print Name: CHRISTOPHER BOND Title: SR ASST AG

1.14. Approved New Hampshire Governor and Council (*If necessary*): _____ Date: _____

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State award under the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR" and inclusive of any of its successors), 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. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as: construction of a mixed housing, supportive services, and retreat campus for veterans and their families located at 27 Holy Cross Road, Franklin, NH. The plan for the 15-acre site includes 31 units of permanent housing and 30 respite/retreat beds for veterans. It also contains amenities to assist in the health and wellness of residents and guests. The holistic integration of care coordination therapeutic and recreational services is pivotal to recovery and overall wellness. In addition, the co-location and collaboration of multiple military and veteran service organizations ensures a continuum of services for each individual. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

The allowable purposes and use of funds are more specifically described in EXHIBIT A (the "Allowable Activities").

3. EFFECTIVE DATE: COMPLETION OF GRANT.

Notwithstanding any provision of this Grant Agreement (the "Agreement") to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in paragraph 1.14, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in paragraph 1.1 ("Effective Date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be obligated by December 31, 2024 and completed in their entirety prior to December 31, 2026.

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 GOFERR, the GOFERR shall pay the Grantee the Grant Amount.

The payment by the 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, the GOFERR 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.

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 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, 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 GOFERR 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 GOFERR 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 GOFERR 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 GOFERR 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.

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 perform the Grant satisfactorily or on schedule;
- Failure to submit any report required hereunder;
- 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, the GOFERR may take the following actions:

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; and

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement 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 GOFERR determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

Set off against any other obligation the GOFERR may owe to the Grantee any damages the GOFERR suffers by reason of any Event of Default;

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the GOFERR, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and/or

Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION.

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.

In the event of termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the GOFERR shall entitle the Grantee to retain the portion of the Grant Amount paid and earned up to and including the date of termination.

The approval of such a Termination Report by the GOFERR shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the GOFERR as a result of the Grantee's breach of its

obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the GOFERR or, except where notice of default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

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 GOFERR. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the GOFERR nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the GOFERR 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 GOFERR.

14. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the GOFERR, its officers and employees, from and against any and all losses suffered by the GOFERR, its officers and employees, and any and all claims, liabilities or penalties asserted against the GOFERR, 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 negligent 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 GOFERR, which immunity is hereby reserved to the GOFERR. This covenant shall survive the termination of this Agreement.

15. **INSURANCE AND BOND.**

The Grantee shall, at its own expense, obtain and maintain in force, the following insurance: Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant; and 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

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.

16. **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 of Default, or any subsequent Event of Default. 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 GOFERR 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 and Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

GRANT AGREEMENT EXHIBIT A

Scope of Allowable Uses of Coronavirus State and Local Fiscal Recovery Fund Grant

1. Grantee, Easter Seals New Hampshire, Inc. will use the grant funds for capital improvements necessary to create a mixed housing, supportive services, and retreat campus for veterans and their families located at 27 Holy Cross Road, Franklin, NH. The plan for the 15-acre site includes 31 units of permanent housing and 30 respite/retreat beds for veterans. It also contains amenities to assist in the health and wellness of residents and guests. The holistic integration of care coordination therapeutic and recreational services is pivotal to recovery and overall wellness. In addition, the co-location and collaboration of multiple military and veteran service organizations ensures a continuum of services for each individual.
2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose as set forth in paragraph 1 and as defined in the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, specifically, GOFERR has identified the following allowable purposes for this project:
 - a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; or
 - b. For the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the State's fiscal year 2019;
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 GOFERR before use to ensure that the sub-awards contain adequate provisions that the funds can only be used for allowable ARPA costs and require compliance with other applicable 2 CFR 200 requirements.
4. The U.S. Treasury's final rules on allowable uses of CSLFRF funds at [2022-00292.pdf \(govinfo.gov\)](#) Overview of the final rule at [SLFRF-Final-Rule-Overview.pdf \(treasury.gov\)](#), and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf> regarding allowable uses of CSLFRF funds are incorporated herein and made part of this Agreement as if set forth in full.
5. Grantee may charge costs as provided by 2 CFR Subpart E, Cost Principles. Grantee may not charge or cover costs not allowed under federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of these funds from U.S. Department of Treasury.
6. Reporting: Grantee will submit quarterly reports by the 15th of the month following March 31, June 30, September 30, and December 31 of each year until the construction of the project is completed and any funds due under this Agreement are paid. The reports shall include at a minimum, performance goals and a timeline for the project and current metrics in meeting those goals, the status of completion of the

project on a cumulative basis, description of the work completed during the prior quarter and the total expenditures on the grant in the prior quarter. The requisitions delivered pursuant to Exhibit B, Section 4, below, shall satisfy the above requirement, provided they are delivered within the time period(s) set forth above and they contain the information required above. State may conduct site visits upon request. Grantee will also provide any additional information that GOFERR (or, as noted in Page 2, Section 2 of this agreement and incorporated throughout, any successor) identifies as necessary for GOFERR to report on this use of SFRF funds to the United State Treasury.

Grantee will provide GOFERR a copy of Grantee's annual single audit report under 2 CFR subpart F for each year in which funds from this grant are received by Grantee. This obligation shall survive the termination of this Agreement.

After completion of this project, Grantee will provide GOFERR an annual report by January 31 of each year describing compliance with Exhibit C paragraph 26, "Authorized Purpose".

7. Grantee will provide the GOFERR the following:

- Grantee's written internal controls to mitigate risks and prevent fraud/waste/abuse. These include, for example, written policies and procedures, ongoing validation of compliance with policies.
- Grantee will provided verification of compliance with the requirements for labor certification for projects over \$10 million (based on expected total cost) in the SLFRF Compliance and Reporting Guidance page 27 at SLFRF Compliance and Reporting Guidance (treasury.gov). Grantee will provide verification of compliance with the requirements for all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Any portion of the grant not obligated by September 30, 2024, and expended by Grantee for allowable costs by September 30, 2026, shall not be paid and will be made available for reallocation to other eligible uses in accordance with ARPA SLFRF guidance or requirements, unless otherwise determined by the State.

Additionally, should the Grantee cease providing authorized services or not timely complete the project by September 30, 2024, any remaining funds not already paid to or obligated by the Grantee shall not be paid and shall be reallocated for other ARPA SLFRF uses, unless otherwise determined by the State. Should the Grantee cease providing authorized services or not timely complete the project between January 1, 2025, and September 30, 2026, any remaining funds not already paid to the Grantee shall be reallocated to the State's "State and Local Fiscal Recovery Fund" authorized "waterfall," should one exist at the time, unless otherwise determined by the State.

To assess the progress of the project, use of authorized funds, and determination of whether any funds must be reallocated, in addition to any other required reporting, if the project remains incomplete, funds remain unspent, or authorized services are no longer offered on the premises, the Grantee shall provide to the State a project status report by August 31, 2024. If deemed necessary by the State, the Grantee shall provide an additional project status report by August 31, 2025. This project status report shall provide information and data to help assess fund usage, project viability if not completed, assessment of availability of services, and

other factors as deemed appropriate by the State.

9. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must (i) Be registered in SAM before submitting an application or entering into an agreement; (ii) provide a valid unique entity identifier (until April 4, 2022 the federal government is accepting DUNS numbers but after that date it must be a UEI); 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 plan under consideration by a Federal awarding agency. EXHIBIT J must 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.

10. The U.S. Treasury may issue subsequent or further guidance on allowable uses of CSLFRF funds at its website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. Any such guidance shall be considered incorporated into this agreement by reference without further notice.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

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 by check or ACH, depending on the vendor registration.

1. The GOFERR (or, as noted in Page 2, Section 2 of this agreement and incorporated throughout, any successor) will pay the Grantee, up to the sum of \$22,974,523 (the Grant Amount) for expenses incurred to make infrastructure improvements to the property as described in the Agreement, as set out in the following preliminary budget:

Buildings	Square Footage	Units	Beds	Collaborative Offices	Total
Henry Memorial	12,330	15			4,068,900
Webster Memorial	18,507	16			6,107,310
Bartlett House	5,000	5			1,500,000
Burleigh Cottage	4,500	4			1,462,500
Creighton-Mack	25,860		30	8	3,500,000
Site Amenities/Fixtures/Furnishings/Infrastructure/Indirect Costs/Grantee Administration					2,835,813
Contingency Construction Budget					3,500,000
Total:		40	30		22,974,523

The parties hereto recognize that the above budget is a preliminary budget and that changes may be made within budget once final plans, specifications and development objectives are finalized and bids for the work are received and that unit counts are believed to be accurate but could change by mutual agreement after work by the engineers and architects.

Funds shall not be used for operational costs.

2. Changes to the above budget within the Grant Amount may be made with written approval of the GOFERR State Contracting Officer, or any subsequent designated officer for the State.

3. The Grantee may utilize the "Contingency Construction Budget" upon written approval of the GOFERR State Contracting Officer, or any subsequent designated officer for the State, after providing documentation of the need for using said funds, such as documentation of an unexpected budget shortfall, cost increase, or otherwise reasonable gap relative to the authorized projects or investments.

4. Payment shall be made on a reimbursement basis within thirty (30) days of presentation of an invoice for work and services rendered and completed on a monthly basis.

5. Periodic payment requests shall be submitted to:

The Grantee shall engage the services of a consultant/inspector (the "Inspector"), reasonably acceptable to GOFERR, to act on behalf of the State and GOFERR to review and approve requisitions. The Inspector shall receive monthly requisitions on an AIA Form G702 or other form approved by GOFERR. Either the Inspector or the Project Architect (if any) shall approve said requisition before its presentation to GOFERR for payment.

GRANT AGREEMENT EXHIBIT C

Special Provisions

To the extent the provisions of this Exhibit C-Special Provisions conflict with the terms of the body of this Agreement, the provisions of this Exhibit C-Special Provisions shall control.

1. Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200). The applicable provisions of 2 C.F.R. Part 200 as amended are considered legally binding and enforceable documents under this contract. The GOFERR 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 when the award was spent.

If required, 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 GOFERR 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. The Grantee's indirect cost rate is 10%.
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. This award is not a grant for research and development as defined in 2 CFR 200.1.
6. 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 GOFERR."

"26. **AUTHORIZED PURPOSE.** For purposes of 2 CFR 200.311 the original authorized purpose shall be providing mixed affordable housing, supportive services, and a retreat campus for veterans and their families, or other disadvantaged populations, subject to the following order of priority (the "Authorized Purpose"). If the need by veterans and their families for the mixed affordable housing, supportive services, and retreat campus fall to a level such that it is not economically feasible to continue use of the property dedicated solely to veterans, the parties shall mutually designate in writing that all or part of the property be made available for use by one or more other disadvantaged populations, for continued use as mixed affordable housing, supportive services, and a retreat campus. Use by such alternate populations shall be considered part of the original Authorized Purpose.

The obligation to use the property for the Authorized Purpose shall survive the termination of this Agreement and shall continue for the longer of 40 years, the time established by 2 CFR 200.311, or any guidance by the US Treasury regarding real property assets acquired or improved with Coronavirus State and Local Fiscal Recovery Funds funds.

If Grantee is no longer able to operate the property for the Authorized Purpose or able to make the property available for use by one or more other disadvantaged populations during the period required by the paragraph above, the following shall occur in the order of precedence listed:

A. Grantee will contract with a third party for continued operation of the property or the portion of the property for which the Grantee can no longer provided the Authorized Purpose, for the Authorized Purpose, subject to the written consent to the vendor by the State, which consent shall not be unreasonably withheld, conditioned or delayed;

B. If despite use of best efforts the Grantee is unable to obtain a contractor to continue to operate the property for the Authorized Purpose, Grantee will offer use of the property to the State for continued operation, either by the State or through a vendor obtained by the State, for the Authorized Purpose on such terms as will be most advantageous to the State without imposing ongoing operational costs on the Grantee;

C. If the State accepts operation under paragraph B, but subsequently determines it is not *feasible to continue operation for the Authorized Purpose, the State will offer to return operation of the property for the Authorized Purpose to the Grantee;*

D. If neither the Grantee nor the State are able to continue use for the Authorized Purpose as set forth above, the State will request disposition instructions from the U.S. Treasury, to the extent required by 2 CFR 200.311 or guidance by the US Treasury for real property improved with CSLFRF funds. To the extent that the disposition instructions require that any funds be returned to the US Treasury, Grantee will be responsible for paying the amount required by the disposition instructions or Grantee shall convey the property to the State or its designee.

"27. **SUBDIVISION.** At the Grantee's request and with the express written consent of the State, which consent shall not be unreasonably withheld, conditioned or delayed, in order to provide and undertake the authorized use, the Grantee may subdivide or separate the property benefitted by the grant funds (the "Site") or submit the Site to a condominium or other separate form of ownership *in order to best provide the Authorized Purpose and other programs benefitting from the Authorized Purpose* that may be added after the consummation of the grant. Each subdivided parcel or condominium unit created on the Site shall be owned or controlled by the Grantee. Irrespective of this Section 27, the provisions of Section 26 refer to all land and buildings in

Grantees possession at the time of execution of this Agreement.”

“28. **EXISTING ENCUMBRANCES.** It is acknowledged and agreed that any restrictions currently in place and recorded against the Site, more particularly:

- Preservation Easement by and between The Trust For Public Land, the New Hampshire Preservation Alliance and the State of New Hampshire (acting through the New Hampshire Land and Community Heritage Investment Authority) dated February 22, 2007 and recorded in the Merrimack County Registry of Deeds at Book 2967, Page 438.

shall be acceptable and shall not interfere or otherwise limit the terms of this Agreement.”

“29. **LAND USE RESTRICTION.** Concurrently with the receipt of the grant funds from GOFERR, the Grantee shall put a restriction or Land Use Restriction Agreement on the Site, which states that the Authorized Purpose, shall bind the Grantee, and the Site shall comply with the term of the Land Use Restriction Agreement and or provide the Authorized Purpose for forty (40) years from the completion of construction under this Agreement at which time this Agreement shall terminate and be of no further force or effect.”

7. The following provisions of the GOFERR COVID-19 Grant Agreement are modified as follows:

Paragraph 8 is modified by adding to the last sentence of the paragraph the following: “, provided, however, any funds previously released or delivered to the Grantee pursuant to this Agreement shall not have to be repaid to the GOFERR or to the State, unless it is determined that they were not used for the intended purpose of this agreement.”

Paragraph 9 is modified by deleting the existing paragraph and replacing it with the following:

Upon the occurrence of any Event of Default, the GOFERR may take the following actions:

Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, in said thirty (30) day period, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement during the time period that the Event of Default is outstanding. If the Grantee cures the Event of Default in accordance with the prior paragraph, that portion of the Grant Amount which was previously properly requisitioned by Grantee shall be reinstated and paid;

Set off against any other obligation the GOFERR may owe to the Grantee pursuant to this Agreement for any damages the GOFERR suffers by reason of any Event of Default;

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the GOFERR, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and/or

After the expiration of the thirty (30) day cure and grace period set forth above, treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

Paragraph 10 is modified by deleting the following paragraph and replacing it as follows:

Delete: "Notwithstanding anything in this Agreement to the contrary, either the GOFERR 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."

Replace: Except as specifically stated herein the GOFERR or Grantee may not terminate this Agreement without cause.

Paragraph 13 is modified by adding the following sentence to the end of the paragraph: "However, Grantee may utilize sub-contractors to perform the services in this award."

Paragraph 14 is modified by adding the following paragraph:

Nothing in this paragraph shall make the Grantee responsible for the negligence or omissions of the GOFERR or the State and Grantee shall remain entitled to any right to contribution provided by law.

Paragraph 17 "Notice" is deleted and replaced with the following:

Any notice of default under paragraph 9 or termination under paragraph 10 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.

All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:

Grantee: Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03013
Attn: Maureen Beauregard, President
Email: mbeauregard@eastersealsnh.org

GOFERR: Thomas.R.Broderick-G@GOFERR.nh.gov [or other GOFERR Compliance person]

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

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:

GOFERR
1 Eagle Square
Concord, NH 03301

- (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 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.

Easter Seals New Hampshire, Inc.	6/17/2022-12/31/2026
Grantee Name	Period Covered by this Certification
Maureen Beauregard, President & CEO	
Name and Title of Authorized Grantee Representative	
<i>Maureen Beauregard</i>	6/17/2022
Grantee Representative Signature	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 State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA")

Contract Period: through 12/31/2026

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-1.
- (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.

<u>Maureen Beauregard</u> Grantee Representative Signature	President & CEO Grantee's Representative Title
Maureen Beauregard Grantee Name	6/17/2022 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 GOFERR 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 GOFERR 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, GOFERR may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to GOFERR, 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 GOFERR.
- (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 GOFERR, 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 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, GOFERR may terminate this transaction for cause or default.

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 (1) (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.

Maureen Beauregard President & CEO
Grantee Representative Signature Grantee's Representative Title:

Maureen Beauregard 6/17/2022
Print Grantee Name 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.

<u>Maureen Beauregard</u> Grantee Representative Signature	President & CEO Grantee's Representative Title
<u>Maureen Beauregard</u> Grantee Name	<u>6/17/2022</u> 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.

Maureen Beauregard

Grantee Representative Signature

President & CEO

Grantee's Representative Title

Maureen Beauregard

Grantee Name

6/17/2022

Date

GRANT AGREEMENT EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Easter Seals New Hampshire Inc. (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by GOFERR with federal ARPA funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by GOFERR, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms. Grantee shall include in all contracts or sub-contracts with the SFRF funds the following requirement:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from

excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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 GOFERR. 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 GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by 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 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 GOFERR 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 GOFERR).

Maureen Beauregard
Grantee Representative Signature
Print Grantee Name: Maureen Beauregard

President & CEO
Grantee's Representative Title
Date 6/17/2022

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*), GOFERR 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) Principal place of performance
- 9) Unique identifier of the entity (UEI #)
- 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 GOFERR and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Maureen Beauregard President & CEO
(Grantee Representative Signature) (Grantee Representative Title)

Maureen Beauregard 6/17/2022
(Grantee Name) (Date)

**GRANT AGREEMENT EXHIBIT J cont.
CERTIFICATION**

As the Grantee identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: HWMKHGQ42Q13

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Initials AD Date 6/17/22 Page 26 of 26

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61290

Certificate Number: 0005774611



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Easter Seals New Hampshire, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 9, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

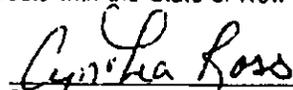
VOTED: That Maureen Beauregard, President & CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Easter Seals New Hampshire, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/17/2022



Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary

Client#: 497072

EASTESEAT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2022

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

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

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: Linda Jaeger, CIC, PHONE: 855 874-0123, FAX: (A/C, No):, E-MAIL: linda.jaeger@usi.com, ADDRESS: linda.jaeger@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co., NAIC #: 18058. INSURED: Easter Seals NH, Inc., 555 Auburn Street, Manchester, NH 03103. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR INSR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include: 1. COMMERCIAL GENERAL LIABILITY (PHPK2319126), 2. AUTOMOBILE LIABILITY (PHPK2319129), 3. UMBRELLA LIAB (PHUB783186), 4. EDP (PHPK2319126).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Supplemental Names: Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the Named Insured and the Certificate Holder that requires such status, and only with regard to the above referenced on (See Attached Descriptions)

CERTIFICATE HOLDER: State of New Hampshire, Governor's Office for Emergency Relief and Recovery, 1 Eagle Square, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:

DESCRIPTIONS (Continued from Page 1)

behalf of the Named Insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2022

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

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

PRODUCER Hays Companies, Inc. 980 Washington Street Suite 325 Dedham MA 02026	CONTACT NAME: Courtney Mitchell
	PHONE (A/C, No. Ext.): FAX (A/C, No.): E-MAIL ADDRESS: Courtney.Mitchell@bbrown.com
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	INSURER(S) AFFORDING COVERAGE INSURER A: The North River Insurance Company NAIC #: 21105 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 22-23 NC

REVISION NUMBER:

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

INER LTR	TYPE OF INSURANCE	ADOL INSD	BUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	406-738254-6	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Governor's Office
 for Emergency Relief and Recovery
 One Eagle Square
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/CEMITC

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ACORD 25 (2014/01)
INS025 (01/10/1)

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