



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

70F 28

September 13, 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 amend an existing sub award with New Hampshire Legal Assistance (Vendor Code 154648), 117 North State Street, Concord, NH 03301 for the purposes of providing legal services support as part of Housing Stability Services within the New Hampshire Emergency Rental Assistance Program (ERA1), decreasing the price limitation by \$83,000 from \$250,000, to \$167,000 with no change to the completion date of September 30, 2022, effective upon Governor and Council approval. This agreement was originally approved by Governor and Executive Council on November 10, 2021 (Item # 32). 100% Federal Funds.

EXPLANATION

This amendment to this sub award between GOFERR and NHLA is for the purposes of reallocating \$83,000 previously authorized for the provision of legal services as part of Housing Stability Services provided within NHERAP under ERA1, making them available for use by New Hampshire Housing Finance Authority (NHHFA) for the provision of rental and utility assistance ahead of deadlines for the program determined by U.S. Treasury.

Since March 15, 2021, the New Hampshire Emergency Rental Assistance Program (NHERAP) has been providing financial assistance to eligible households that have lost income or experienced other financial hardship because of COVID-19, including the payment of (i) rent; (ii) rental arrears; (iii) utilities and home energy costs; (iv) utilities and home energy cost arrears; and (v) other expenses related to housing incurred due, directly or indirectly, to COVID-19, as defined by United States Department of Treasury.

The State entered into a subaward with New Hampshire Housing Finance Authority (NHHFA) to facilitate NHERAP. That subaward has been amended over time to increase funding available to the program as needed and authorized, and this request would require an additional amendment, which is item on the agenda for consideration and authorization. NHHFA works with the five regional Community Action Partnerships (CAPs) to accept and process applications and payments for the program.

This program supports access to NHERAP assistance and leverages other resources to promote housing stability and increased access to legal assistance that are coordinated with the Circuit Court. Such services include:

- Assistance to increase NHERA participation to eligible households,
• Assistance to eligible households facing eviction and most at risk of housing instability, which includes a presence at the State's busiest courts,
• Virtual and in-person clinics to help people apply for NHERAP, particularly for those with limited access to technology; and

His Excellency, Governor Christopher T. Sununu  
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- No-cost legal services to help eligible households with housing stability issues.

This is an allowable use of ERA1 Housing Stability Services funds under the Consolidated Appropriations Act, Division N, Section 501(c), Emergency Rental Assistance (ERA1) to help keep households stably housed.

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

Respectfully submitted,



Chase Hagaman,  
Deputy Director, GOFERR

**GOFERR COVID-19 Grant Agreement**

**NEW HAMPSHIRE LEGAL ASSISTANCE**

Grant Agreement Amendment

The State of New Hampshire Governor’s Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Legal Assistance (NHLA or Grantee) hereby mutually agree to amend the Grant Agreement previously entered into on November 10, 2021 to decrease the Price Limitation by \$83,000.00.

Wherefore the Grant Agreement is amended as follows:

1. Amend Section 1.8 of the Grant Agreement (Page 1) by decreasing the Price Limitation by \$83,000.00, from \$250,000.00 to \$167,000.00
2. Amend Paragraph 1 of Exhibit B (page 10) to read in its entirety as follows:

GOFERR will pay the Grantee up to the sum of \$167,000.00 (the Grant Amount) for expenses incurred to support Housing Stability Services: Legal Assistance as more fully described in Exhibit A.

3. Remove the budget appended to Exhibit B and replace it in its entirety with the following new budget:

New Hampshire Legal Assistance ERA I Budget - updated 9/13/22 December 1, 2021 to September 30, 2022			
	Salary/Basis	Total Hours	Cost
<b>Personnel Costs</b>			
Lauren G.	\$ 95,363	710	\$ 34,729
Elliott B.	108,612	100	5,570
Geoff K.	104,030	400	21,339
Chris S.	64,261	424	13,968
Secretarial support			15,121
<b>Sub Total</b>			<b>90,726</b>
Fringe Benefits	22.60% of wages		20,504
<b>Other Costs</b>			
603 Legal Aid subaward			42,000
Interpreters			2,000
Mileage			1,978
Indirect costs	8.50%		9,793
<b>Sub Total</b>			<b>55,771</b>
<b>Total Grant Budget</b>			<b>\$ 167,000</b>
<b>Summary of Indirect Costs</b>			
NHLA	\$ 9,793		
603 Legal Aid	3,290		
<b>Total</b>	<b>\$ 13,083</b>		
Indirect costs as a percentage of total grant budget			7.83%

4. All other provisions of the Grant Agreement executed on November 10, 2021 shall remain in full force and effect.

1.11 Grantee Signature: Designated Signing Authority



Date: 9/15/2022

Signature

Print Name: Sarah Mattson Dustin

Title: Executive Director

1.12. State of New Hampshire Signature:



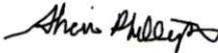
Date: 9/15/2022

Signature

Print Name: Chase Hagaman

Title: Deputy Director, GOFERR

1.13. Approved as to form substance and execution NH Department of Justice:



Date: 9/15/2022

Signature

Print Name: Sheri Phillips

Title: Assistant Attorney General

1.14. Approved by New Hampshire Governor and Council: \_\_\_\_\_ Date: \_\_\_\_\_

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEGAL ASSISTANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1971. 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: 63969

Certificate Number: 0005744497



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of April A.D. 2022.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Anne Jenness, 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 New Hampshire Legal Assistance.  
(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 November 10, 2021, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Sarah Mattson Dustin, Executive Director (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Legal Assistance 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: 9/13/22

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Anne Jenness  
Title: Vice Chair of Board of Directors



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/12/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	CONTACT NAME: Brendan Jones	
	PHONE (A/C, No., Ext): (603) 669-3218 FAX (A/C, No.): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com	
INSURED  New Hampshire Legal Assistance 117 N. State Street  Concord NH 03301	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Allmerica Financial Benefit	41840
	INSURER B: Sequoia Ins Co	22985
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 22-23 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			Z2VH660537	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			Z2VH660537	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$			Z2VH660537	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	QWC1219985 (3a.) ME & NH	07/01/2022	07/01/2023	<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)

Refer to policy for exclusionary endorsements and special provisions.

### CERTIFICATE HOLDER

### CANCELLATION

Governor's Office for Emergency Relief and Recovery  
1 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

*Laurie Infantine*

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STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

October 28, 2021

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 a sub award with New Hampshire Legal Assistance Vendor Code 154648, 117 North State Street, Concord, NH. 03301 in an amount not to exceed \$250,000 for reimbursements to support expenses incurred for Housing Stability Services to provide legal assistance and supporting access to New Hampshire Emergency Rental Assistance Program effective upon Governor and Council approval through June 30, 2023. This is an allowable use of ERA1 Housing Stability Services funds under Section 501(c)(3) to help keep households stably housed. 100% Federal Funds.

Funds are available as follows:

01-02-002-020210-Governor's Office for Emergency Relief and Recovery,
19710000<sup>1</sup> - Emergency Rental Assistance

072-500575 - Grants Federal

FY2022
\$250,000

EXPLANATION

Early in 2021, the State received \$179,496,224 of Consolidated Appropriations Act, Section 501(a) Emergency Rental Assistance (ERA1) funding. In March 2021, the Governor authorized GOFERR to accept and expend the funds and budgeted \$80,000,000 to establish the New Hampshire Emergency Rental Assistance Program (NHERAP) to provide emergency rental assistance to residents of New Hampshire impacted by COVID-19. NHERAP is administered by the New Hampshire Housing Finance Authority (NHHFA), in collaboration with GOFERR. NHHFA granted sub-awards to the five regional Community Action Partnerships (CAPs) to accept and process applications and payments for the program.

U.S. Treasury guidance has clarified that up to 10% of ERA1 funds made available to the State may be used to provide Housing Stability Services under Section 501(c)(3) to help keep households stably housed. Housing Stability Services may include legal assistance or attorney's fees related to eviction proceedings and maintaining housing stability. On September 15, 2021, Governor and Council approved GOFERR's request to budget and expend \$2,432,265 of the ERA1 Housing Stability Services funds to

<sup>1</sup> GOFERR will assign activities as appropriate for these expenditures and all expenditures will utilize an activity within the ERAP activity group. Accounting classifications may be subject to technical changes at the discretion of the Department of Administrative Services' Division of Accounting Services.

support the following coordinated programs to support the access to NHERAP and to leverage other available resources to keep eligible households stably housed. That approval included \$250,000 for housing stability legal services.

On October 1, 2021, GOFERR issued an RFP to solicit applications from legal services providers to provide statewide civil legal assistance and support for NHERAP program access. This contract is the result of the RFP process.

This program is intended to support access to NHERAP assistance and leverage other resources to promote housing stability and increased access to legal assistance that will be coordinated with the Circuit Court through a grant to a legal services provider in the amount up to \$250,000 to provide housing stability legal services, which will include:

- assistance to increase ERA participation to eligible households,
- assistance to eligible households facing eviction and most at risk of housing instability, which shall include in-person presence at the State's busiest courts (Manchester, Nashua, Dover, Laconia, Rochester, Concord as coordinated with scheduling established by the Circuit Court),
- virtual and in-person clinics to help people apply for NHERAP, particularly for those with limited access to technology; and
- no-cost legal services to help eligible households with any housing stability issues.

This is an allowable use of ERA Housing Stability Services funds under Section 501(c)(3) to help keep households stably housed.

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

Respectfully submitted,



Taylor Caswell  
Commissioner

GOPERR EMERGENCY RENTAL ASSISTANCE FUND  
Grant Agreement  
(Sub-award Template)

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: New Hampshire Legal Assistance

1.4. Grantee Address: 117 North State St. Concord, NH 03301

1.5. Grantee Telephone Number: 603-472-8623

1.6. State Vendor Number: 154648

1.7. Completion Date: September 30, 2022

1.8. Grant Amount not to exceed: \$250,000.00

1.9. Grant Officer for State Agency: Emily Larson

1.10. State Agency Telephone Number: (603) 271-7942

1.11. Grantee Signature: Designated Signing Authority

[Signature] Date: 10/26/2021  
Signature  
Print Name: Sarah Mattson Distin Title: Executive Director

1.12. State of New Hampshire Signature:

[Signature] Date: 26 OCT 21  
Signature  
Print Name: TAYLOR CRAWLER Title: COMMISSIONER

1.13. Approved as to form substance and execution NH Department of Justice:

[Signature] Date: 10/27/2021  
Signature  
Print Name: Shari W. Phillips Title: Assistant Attorney General

1.14. Approved by NH Governor and Council: \_\_\_\_\_ Date: NOV 10 2021

[Signature]

Initials gmd Date 10/26/21 Page 1 of 23

**DEPUTY SECRETARY OF STATE**

**2. SCOPE OF ALLOWABLE USE OF FUNDS:** In exchange for grant funds from the State under the Emergency Rental Assistance fund established by Title V, Subtitle A, Section 501(a) Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (hereinafter referred to as "Section 501") provided by and subject to the terms of the award from the United States Department of Treasury, CFDA number 21.023, FAIN Nos. ERA0012 and ERA0435, 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. 133, Section 501(c) Division N, for which Grantee has not received payment or reimbursement from any other source, to provide Housing Stability Services under Section 501(c)(3) to help keep households stably housed by providing legal assistance and supporting the access to New Hampshire Emergency Rental Assistance Program and to leverage other available resources to keep eligible households stably housed.

The allowable purposes and use of funds are more specifically described in EXHIBIT A.

**3. EFFECTIVE DATE: COMPLETION OF GRANT.**

Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in 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 block 1.12 ("Effective Date"). If the Grantee commences the Services prior to the Effective Date, all Services performed by the Grantee prior to the Effective Date shall be performed at the sole risk of the Grantee, and in the event that this Agreement does not become effective, GOFERR shall have no liability to the Grantee, including without limitation, any obligation to pay the Grantee for any costs incurred or Services performed. Grantee must complete all Services by the Completion Date specified in paragraph 1.7.

**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 state or federal funding 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,

Initials and Date 10/21/24 Page 2 of 23

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 State and federal personnel and labor laws applicable to its employees.

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. 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 any one, or more, or all, of 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 and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the 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 H.R. 133, Section 501(c) Division N; 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 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.

Initials gmd Date 10/26/24 Page 4 of 23

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.

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 or the proceeds thereof which affects his or her personal or pecuniary interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested.

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 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 or the State of New Hampshire, which immunity is hereby reserved to the GOFERR and the State of New Hampshire. 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 professional 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the 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 State's Joint Legislative Fiscal Committee if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

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

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

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

## GRANT AGREEMENT EXHIBIT A

### Scope of ERA1 Housing Stability Services: Legal Assistance Grant

1. New Hampshire Legal Assistance, Grantee, agrees and covenants that the funds will be used solely for an allowable purpose as defined in the Emergency Rental Assistance fund established by Title V, Subtitle A, Section 501(a)(3) Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020), for which Grantee has not received payment or reimbursement from any other source.

2. Services to Be Provided: Grantee will be responsible for providing Housing Stability Services: Legal Assistance statewide including but not limited to coordinating, contracting with and monitoring the work of sub-grantees, agencies and/or service providers to efficiently and effectively provide the following:

- Assistance to individuals to increase NHERAP participation by eligible households;
- Assistance to eligible households facing eviction and most at risk of housing instability, which shall at a minimum include an in-person presence at the State's busiest courts (Manchester (at least twice a month), Nashua (at least twice a month) and Dover, Laconia, Rochester, and Concord (as coordinated with scheduling established by the Circuit Court));
- Virtual and in-person clinics to help households understand the eviction process, their legal rights, and how to apply for NHERAP, particularly for those with limited access to technology;
- No-cost legal services to help eligible households maintain or obtain housing which may include assistance related to eviction proceedings, eviction prevention and diversion programs, mediation between landlords and tenants, housing and fair housing counseling, finding housing, housing-related services for survivors of domestic abuse or human trafficking, and specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing; and
- Recordkeeping, reporting, and other activities as needed to fully and fairly administer the program.

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 sub-awards contain adequate provisions that the funds can only be used for allowable costs under Section 501 and compliance with 2 C.F.R. 200.331 – 200.333 requirements. All sub-awards must be reviewed and approved by GOFERR.

#### 4. Reporting:

4.1 Grantee will work with the GOFERR to support a comprehensive reporting platform and dashboard on the GOFERR website or in some other location or medium, as determined by GOFERR.

4.2 Grantee shall submit to the GOFERR Grant Officer or other GOFERR designated individual by email or other electronic means monthly activity reports 10 days after the end of each month, that identify the activities and services provided in the prior month, which may include 1) number households served; 2) number of eviction clinics held; 3) number of community education programs delivered and 4) any other

criteria deemed appropriate by the parties or as required by U.S. Treasury guidance.

4.3 Grantee shall provide at least quarterly reports electronically to the GOFERR Grant Officer or other GOFERR designated individual by email or other electronic means subsequently designated by GOFERR detailing the uses of grant funds to date as necessary to comply with federal laws, regulations and guidance. Grantee shall include in such reports expenses and costs related to Housing Stability Services for which the grant funds have been used; shall provide number of households served as well as demographic reporting by race (American Indian or Alaska Native, Asian, Black or African American, Mixed Race, Native Hawaiian or Other Pacific Islander, White, Declined to Answer, Data Not Collected), ethnicity (Hispanic or Latino, Not Hispanic or Latino, Declined to Answer, Data Not Collected), and gender (Male, Female, Non-binary, Declined to Answer, Data Not Collected); and after consultation with GOFERR shall provide any additional data that may be required by U.S. Treasury during the period of this agreement.

5. Record Retention: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep, or require to be kept by sub-recipients, detailed records of all services performed in connection with the Grant including all applications for assistance, supporting documents for recommendations and notices of awards. 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 Contract. 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 Grant. 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.

6. Except as specifically provided by GOFERR in writing, in no event can reimbursement be made for Housing Stability Services expenses incurred beyond September 30, 2022.

7. Administrative Expenses: Grantee shall provide a proposed budget for administrative expenses, which may include direct and indirect costs as allowed by 2 CFR 200, Subpart E, Cost Principles. Administrative expenses associated with this Agreement will be capped at 8.5% of Grantee's total program expenditures. Administrative costs may include direct and indirect costs, as defined by 2 C.F.R. 200, but the total of both direct and indirect costs shall not exceed the 8.5% maximum described herein.

8. Unique entity identifier and System for Award Management (SAM)—Required. Grantee must (i) Be registered in SAM; (ii) provide a valid unique entity identifier; 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 I and J should be returned completed with the executed Grant Agreement, and must be received completed before any disbursement can be made. This requirement must be passed through to sub-recipients.

9. The U.S. Treasury guidance on allowable uses of Emergency Rental Assistance Funds and U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Emergency Rental Assistance Funds are incorporated herein and made part of this Agreement as if set forth in full.

The U.S. Treasury may issue subsequent or further guidance on allowable uses of Emergency Rental

Assistance Funds. All such changes shall be considered as incorporated into this Agreement.

11. Grantee agrees to establish data privacy and security requirements as required by Section 501(g)(4).

12. Statutes and regulations prohibiting discrimination applicable to this Agreement, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13. Publications: Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part by, federal award numbers ERA0012 and ERA0435 awarded to the State of New Hampshire by the U.S. Department of the Treasury."

## 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. GOFERR will pay the Grantee, up to the sum of \$250,000.00 (the Grant Amount) for expenses incurred to support Housing Stability Services: Legal Assistance as more fully described in Exhibit A.
2. Grantee may allocate the grant amount between the allowable purposes as described in Exhibit A. The amount reimbursed, however, shall not exceed the Grant Amount, inclusive of any administrative costs.
3. Payment shall be made on a reimbursement basis. Grantee shall submit quarterly invoices for services completed up to the end of the quarterly by the 15<sup>th</sup> of the following month.
4. Quarterly invoices shall be submitted electronically to:  
Rhonda Hensley at GOFERR, [Rhonda.D.Hensley-G@GOFERR.nh.gov](mailto:Rhonda.D.Hensley-G@GOFERR.nh.gov)

<b>NHLA Budget December 1, 2021 – September 30, 2022</b>				
<b>Personnel Costs</b>		<b>Salary/Basis</b>	<b>Total Hours</b>	<b>Cost</b>
Lauren G.		\$95,383	710	\$34,729
Elliott B.		\$108,612	100	\$5,570
Geoff K.		\$104,030	400	\$21,339
Chris S.		\$64,261	424	\$13,966
Secretarial Support				\$15,121
	Subtotal			\$90,726
Fringe Benefits		22.6% of wages		\$20,504
Other Costs				
603 Legal Aid subaward				\$125,000
Interpreters				\$2,000
Mileage				\$1,978
Indirect Costs				\$9,793
	Subtotal			\$138,771
<b>Total Grant Budget</b>				<b>\$250,000</b>
<b>Summary of Indirect Costs</b>				
NHLA		\$9,793		
603 Legal Aid		\$9,006		
	Total	\$18,799		
% of Grant Budget		7.52%		

## GRANT AGREEMENT EXHIBIT C

### Special Provisions

1. Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200). Grantee shall refer to the Assistance Listing for details on the specific provisions of the Uniform Guidance that do not apply, which is available on beta.SAM.gov. 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.

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

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

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

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

"26. CLOSE OUT OF CONTRACT. By November 15, 2022 Grantee shall submit a final report electronically to the GOFERR grant officer or other GOFERR designated individual by e-mail or

other electronic means subsequently designated by GOFERR of the uses of the grant funds through September 30, 2022. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to GOFERR, by check payable to Treasurer, State of New Hampshire.

Initials SMd Date 10/24/21 Page 12 of 23

## 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;

- (c) 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)

117 North State Street, Concord, Merrimack, NH 03229  
38 Glen Avenue, Berlin, Coos, NH 03570  
24 Opera House Square, Suite 206, Sullivan, NH 03743  
154 High Street, Portsmouth, Rockingham, NH 03801  
185 Elm Street, Suite 7, Manchester, Hillsborough, NH 03104

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

New Hampshire Legal Assistance

Effective Date or 11/10/2021-9/30/2022

Grantee Name

Period Covered by this Certification

Sarah Mattson Dustin, Executive Director  
Name and Title of Authorized Grantee Representative



Grantee Representative Signature

10/26/2021

Date

Initials SM Date 10/26/21 Page 14 of 23

**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): Emergency Rental Assistance Program Fund

Contract Period: Effective Date or 11/10/2021-9/30/2022

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 L.L.L., "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.



Grantee Representative Signature  
New Hampshire Legal Assistance

Grantee Name

*Executive Director*

Grantee's Representative Title

*11/26/2021*

Date

Initials *md* Date *11/26/21* Page 15 of 23

## 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.

Initials END Date 10/20/21 Page 16 of 23

**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.

  
\_\_\_\_\_

Grantee Representative Signature

*Executive Director*  
\_\_\_\_\_

Grantee's Representative Title:

New Hampshire Legal Assistance

\_\_\_\_\_

Print Grantee Name

*10/26/2024*  
\_\_\_\_\_

Date

*SM* *10/26/24*  
Initials \_\_\_\_\_ Date \_\_\_\_\_ Page 17 of 23

**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.

	<i>Executive Director</i>
Grantee Representative Signature	Grantee's Representative Title
New Hampshire Legal Assistance	<i>10/26/2021</i>
Grantee Name	Date

Initials *SM* Date *10/26/21* Page 18 of 23

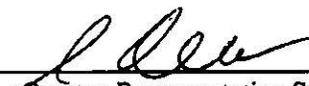
**GRANT AGREEMENT EXHIBIT H**

**CERTIFICATION**

**Public Law 103-227, Part C  
ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

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

 _____ Grantee Representative Signature	<i>Executive Director</i> _____ Grantee's Representative Title
New Hampshire Legal Assistance _____ Grantee Name	10/26/2021 _____ 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.

New Hampshire Legal Assistance

(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.

#### 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).



Grantee Representative Signature



Grantee's Representative Title

Print Grantee Name: New Hampshire Legal Assistance

Date 10/26/2021

**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) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

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

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

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

 Executive Director  
(Grantee Representative Signature) (Grantee Representative Title)

New Hampshire Legal Assistance 10/26/2021  
(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 DUNS number for your entity is: 1124080

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: _____

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# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE LEGAL ASSISTANCE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1971. 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: 63969

Certificate Number: 0005458298



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of October A.D. 2021.

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

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY

I, Deborah Butler, 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 New Hampshire Legal Assistance.  
(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 November 18, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Sarah Mattson Dustin (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Legal Assistance to enter into contracts or agreements with the  
(Name of Corporation/ LLC)

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

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

Dated: 10/28/21

Deborah Butler

Signature of Elected Officer

Name: Deborah Butler

Title: Vice Chair of the Board of Directors

Signature:   
Deborah Butler (Oct 28, 2021 13:07 EDT)

Email: 603dbb@gmail.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2021

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Brendan Jones <b>PHONE (A/C, No, Ext):</b> (603) 689-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> manch.certs@crossagency.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Allmerica Financial Benefit NAIC # 41840 <b>INSURER B:</b> Sequoia Ins Co 22985 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 21-22 All      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Z2VH860537	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Z2VH860537	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		Z2VH860537	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	QWC1159443 (3a.) ME NH	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Refer to policy for exclusionary endorsements and special provisions.

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