ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL

JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

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June 8, 2023

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

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice to enter into a subgrant with the University of New Hampshire, NH (Vendor #315187-B083), in an amount not to exceed $2,000, from the Federal American Rescue Plan Act (ARPA) to support municipalities and state agencies with activities related to relaxed COVID-19 restrictions, effective upon approval of the Governor and Executive Council approval through June 30, 2023. These are allowable uses of ARPA funds under Section 602(c)(1) (C) for maintenance and building of critical state infrastructure necessary for government services. 100% Federal Funds.

Funding is available as follows:

02-20-20-201510-2459	FY2023
ARPA Subgrants	
072-500573, Grants Federal	$2,000

EXPLANATION

This item is going before the Governor and Executive Council because the Department of Justice has subgranted other funds to UNH beyond the $10,000 threshold.

Due to relaxed COVID-19 rules and restrictions and increase post-pandemic demand for travel, hospitality, tourism, and other services have resulted in a heavy influx of resident and tourist activity in the State of New Hampshire. This increase poses a challenge to state agencies and municipalities managing large groups of tourists and crowds at events.

The University of New Hampshire (UNH) received supplies and equipment to keep the University open during the pandemic. These items were used for COVID-19 testing sites, COVID-19 vaccinations sites, as well as day-to-day COVID-19 response operations. The COVID-19 supplies and equipment are left in open storage trailers and, therefore, are prone to damage. The funds in this subgrant will allow UNH to purchase heavy-duty rolling storage boxes. These boxes will provide organization and protection for COVID-19 equipment and supplies. Upon approval, UNH will purchase the heavy-duty rolling storage boxes before June 30, 2023.

In the event that federal funds become no longer available, general funds will not be requested to support this program.

Please let me know if you have any questions concerning this request. Your consideration is greatly appreciated.

Respectfully submitted,

John M. Formella
Attorney General

#4056361

COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, **Department of Justice**
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Department of Justice**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **06/30/2023**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.

C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.
Project Title: **2023 ARPA UNH COVID Equipment Storage**

D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Kathleen Carr
Address: New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301-6397

Phone: 603-271-3658

Campus Project Administrator

Name: Dianne Hall
Address: Senior Grant and Contract Administrator
University of New Hampshire
51 College Rd
Durham, NH 03824

Phone: 603-862-1437

E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Rhonda J. Beauchemin
Address: New Hampshire Department of Justice
33 Capitol Street
Concord NH 03301-6397

Phone: 603-271-7820

Campus Project Director

Name: Ronald O'Keefe
Address: 18 Waterworks Road
Durham, NH 03824

Phone: 603-862-4781

Campus Authorized Official KJ

Date 5/18/23

F. Total State funds in the amount of **$2,000.00** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

☐ Campus will cost-share 0 % of total costs during the term of this Project Agreement.

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/ Cooperative Agreement No. **SLFRF FAIN # SLFRP0145** from **the United States Department of Treasury** under CFDA# **21.027**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

☐ Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. ☒ State has chosen **not to take** possession of equipment purchased under this Project Agreement.

☐ State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Department of Justice** have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Karen Jensen
Title: Director of Pre-Award Compliance
Signature and Date: Karen Jensen (Digitally signed by Karen Jensen Date: 2023.05.18 11:27:08 -04'00')

By An Authorized Official of:
the New Hampshire Department of Justice
Name: Kathleen Carr
Title: Director of Administration
Signature and Date: Kathleen Carr 06/01/2023

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Jill Perlow
Title: Associate Attorney General
Signature and Date: Jill Perlow 6/2/23

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

Campus Authorized Official KI
Date 5/18/23

EXHIBIT A

SPECIAL PROVISIONS

University of New Hampshire as the Grantee (hereinafter referred to as "Campus") shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.

1. The Campus must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.

2. The Campus assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Campus on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at http://www.doj.nh.gov/grants-management/civil-rights.htm and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

3. The Campus will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

4. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is $650 per day or $81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

5. The Campus agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.

6. The Campus understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.

Campus Authorized Official KJ

Date 5/18/23

EXHIBIT A

- SPECIAL PROVISIONS -

7. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

8. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, the Campus shall complete an audit at the end of the Campus's fiscal year ending after June 30, 2023

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 DOJ within one month of the time of receipt by the Campus accompanied by an action plan, if applicable, for each finding or questioned cost.

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

10. Notwithstanding paragraph.7.1 and 7.2 of the standard provisions, program and financial records pertaining to this contract shall be retained by the Campus for 7 (seven) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

11. 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."

12. ASSURANCES/CERTIFICATIONS

The following are attached and signed: Requirements: Certification Regarding Drug-Free Workplace; 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.

13. 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 Campus, subcontractor or Campus shall be prohibited from inducing, by any means, any person

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Date 5/18/23

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 Campus should report all suspected violations to DOJ.

14. PROCUREMENT

The Campus shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)

15. CLOSE OUT OF CONTRACT

The Campus shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2024, and shall break down the reporting by facility location at the town level. In the event that Campus 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 not be paid and will lapse.

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Date 5/18/23

EXHIBIT B

- SCOPE OF SERVICES -

A. Project Title: 2023 ARPA COVID Equipment Storage

B. Project Period: Governor and Council approval date to 06/30/2023

C. Objectives: Purchase heavy-duty rolling storage boxes to organize and protect the COVID equipment and supplies that have been left in open storage trailers and are are susceptible to damage.

D. Scope of Work:

1. The Campus as Subrecipient shall receive a subgrant from the New Hampshire Department of Justice (DOJ) for expenses incurred for services provided for expenses incurred for activities related to responding to relaxed COVID-19 restrictions.

2. The Campus is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.

3. The Campus shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with the Campus and every attempt shall be made by the Campus to accommodate the schedule.

4. All correspondence and submitals shall be directed to:
   NH Department of Justice
   Grants Management Unit
   33 Capitol Street
   Concord, NH 03301
   603-271-7820
   Rhonda.J.Beauchemin@doj.nh.gov

5. **Deliverables Schedule:** Quarterly performance reports are due four weeks following the end of each quarter or on a schedule in which the grant administrator provides.

6. **Budget and Invoicing Instructions**

   1. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described herein.

   2. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty(30) days following the end of the quarter will be considered late and out of compliance. For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.

Campus Authorized Official KJ

Date 5/18/23

EXHIBIT B

SCOPE OF SERVICES

3. The Campus shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.

4. The State's obligation to compensate the Campus under this Agreement shall not exceed the price limitation set forth in section F of this agreement.

4a. The Campus shall be awarded an amount not to exceed $2,000.00 of the total Grant Limitation from Governor and Council approval to 06/30/2023, with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

i. With sufficient reason and under limited circumstances, the Subrecipient may apply for an extension of the grant period for up to the end of the federal grant end date, not after. The Subrecipient must submit the request in writing. No extension is granted until approval is received by DOJ in writing.

ii. Neither the Campus nor DOJ will be responsible for any expenses or costs incurred under this agreement prior to Governor and Council approval, or after 06/30/2023 or unless a grant extension is approved in writing by DOJ.

Campus Authorized Official KJ

Date 5/18/23

EXHIBIT C

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above. Subrecipients shall be compliant at all times with the terms, conditions and specifications detailed in the attached Special Conditions at Exhibit C which are subject to annual review.

Campus Authorized Official KJ

Date 5/18/23

EXHIBIT D

- DRUG-FREE WORKPLACE -

The Campus identified in Section 1.3 of the Grant Agreement 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 Campus's representative, as identified in Sections 1.11 of the Grant Agreement 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 the Campus (and by inference, sub-subrecipients and sub-subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Campus (and by inference, sub-subrecipients and sub-subrecipients) 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. The subrecipient using this form should send it to:

Lisa J. Lamphere
Department of Justice
33 Capitol Street
Concord, NH 03301
Lisa.J.Lamphere@doj.nh.gov

(A) The Campus 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 Campus'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 Campus'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;

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EXHIBIT D

(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 Campus 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.

Governor and Council Approval to June 30, 2023

University of New Hampshire — Period Covered by this Certification

Karen Jensen Director of Pre-Award Compliance

Name and Title of Authorized Campus Representative

Karen Jensen Digitally signed by Karen Jensen Date: 2023.05.18 15:19:44 -04'00'

Campus Representative Signature — Date

Campus Authorized Official KJ

Date 5/18/23

EXHIBIT E

-LOBBYING-

The Campus identified in Section 1.3 of the Grant Agreement 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 Campus's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act
Contract Period: Governor and Council Approval to June 30, 2023

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-Campus or sub-Campus).

(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-Campus or sub-Campus), 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-l.

(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.

Karen Jensen Digitally signed by Karen Jensen Date: 2023.05.18 15:20:08 -04'00' — Director of Pre-Award Compliance

Campus Representative Signature — Campus's Representative Title

University of New Hampshire

Campus Name — Date

Campus Authorized Official KJ

Date 5/18/23

EXHIBIT F

- DEBARMENT -

The Campus identified in Section 1.3 of the Grant Agreement 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 Campus's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement 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 Campus 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 Campus shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Campus 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 DOJ determined to enter into this transaction. If it is later determined that the Campus knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.

(4) The Campus shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Campus 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 Campus 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 DOJ.

(7) The Campus 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 DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) A Campus in a covered transaction may rely upon a certification of subrecipient 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 subrecipient may decide the method and frequency by which it determines the eligibility

Campus Authorized Official KJ

Date 5/18/23

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 Campus is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 6 of these instructions, if the Campus 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, DOJ may terminate this transaction for cause or default.

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

(1) The Campus certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and

(d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

Karen Jensen Digitally signed by Karen Jensen Date: 2023.05.18 15:20:30 -04'00' — Director of Pre-Award Compliance

Campus Representative Signature — Campus's Representative Title:

Date:_____

Campus Authorized Official KJ

Date 5/18/23

EXHIBIT G

- CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE -

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

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

Karen Jensen Digitally signed by Karen Jensen Date: 2023.05.18 15:20:47 -04'00'

Director of Pre-Award Courpltance

Campus Representative Signature

Campus's Representative Title

Date:_____

Campus Authorized Official KJ

Date 5/18/23

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 Campus certifies that it will comply with the requirements of the Act.

The Campus 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 subrecipients shall certify accordingly.

Karen Jensen Digitally signed by Karen Jensen Date: 2023.05.18 15:21:04 -04'00' — Director of Pre-Award Compliance

Campus Representative Signature — Campus's Representative Title

Date: _____

Campus Authorized Official KJ
Date 5/18/23

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.

The Campus 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 Campus 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 Campus 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 Campus by DOJ with federal CARES Act funds, this assurance obligates the Campus 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 Campus 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 Campus's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Campus 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 Campus 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 Campus shall be required to sign a written assurance form; however, the obligation of both recipient and Campus to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records The Campus agrees to compile and maintain

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information pertaining to programs or activities developed as a result of the Campus's receipt of Federal assistance from DOJ. 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 Campus agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Campus from the use of CARES Act funds extended by DOJ upon request. Facilities of the Campus (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Campus'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 DOJ, 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 Campus by DOJ including installment payments on account after such data of application for Federal assistance which are approved before such date. The Campus 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 Campus, 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 Campus.

Subrecipient Certification

The Campus 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 Campus upon written request to DOJ).

Karen Jensen Digitally signed by Karen Jensen Date: 2023.05.18 15:21:23 -04'00' — Director of Pre-Award Compliance

Campus Representative Signature — Campus's Representative Title

Date: _____

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EXHIBIT J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires subrecipients of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, 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*), DOJ 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 (SAM #)

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.

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

The Campus identified in Section 1.3 of the Grant Agreement 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 Campus's representative(s), as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

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Date 5/18/23

EXHIBIT J

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

Karen Jensen Digitally signed by Karen Jensen Date: 2023.05.18 15:21:41 -04'00' _____ Director of Pre-Award Compliance

Campus Representative Signature — Campus's Representative Title

Date:_____

As the Campus identified in Section 1.3 of the Cooperative Project Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is:__**GBNGC495XA67**__

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 X 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 X 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: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

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EXHIBIT K

-EEOP REPORTING, CIVIL RIGHTS COMPLIANCE AND STANDARD ASSURANCES-

I, University of NH is Exempt [*responsible official*], certify that

The University of New Hampshire has completed the EEO reporting tool

certification within the last two years at: **https://ojp.gov/about/ocr/faq_eeop.htm** on 06/15/2022 [*date*].

It is understood that Subrecipient's which are exempt from filing the EEOP Utilization Report including non-profits and Subrecipient's with less than 50 employees must file a declaration claiming exemption at least once every two years with the Office for Justice Programs; Office of Civil Rights at the above web address.

EEOP Training Requirements

Ron Okeefe [*official that completed training*] has completed

the EEOP training at https://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm on:

May 2023 [*date*]. The EEOP training must be completed at least once every two years.

DOJ Discrimination Complaint Process

If individuals believe they may have been discriminated against by the NH Department of Justice or by an organization that receives federal funding from the NH Department of Justice based on their race, color, national origin, religion, sex, disability, age, sexual orientation or gender identity should print and complete a complaint form that can be found at: Civil Rights | Grants Management Unit | NH Department of Justice

Subrecipient Discrimination Complaint Process

I further certify that: the Campus will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services and has a policy or written procedure in place for accepting discrimination based complaints from employees and program beneficiaries and that policy/procedure must be made publically available to program beneficiaries or prospective beneficiaries

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Date 5/18/23

EXHIBIT K

Certified Standard Assurances

On behalf of the Campus, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Campus. I understand that these representations will be relied upon as material in any Department decision to make an award to the Campus based on its application.

(2) I certify that the Campus has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application—

a. the Campus will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Campus will require all subrecipients comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Campus will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Campus understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Campus understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Campus understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

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c. the Campus understands that it must require any pass-through Campus to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Campus, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Campus also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Campus will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Campus will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Campus will require that, throughout the period of performance—

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and

b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Campus is a governmental entity, with respect to the award (if any) made by the Department based on the application—

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Date 5/18/23

EXHIBIT K

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Campus applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Campus applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Campus to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Karen Jensen	Director, Pre-award Compliance
Name of Authorized Signor	Title of Authorized Signor
Karen Jensen Digitally signed by Karen Jensen Date: 2023.05.18 15:22:07 -04'00'	
Signature	Date

Campus Authorized Official KJ

Date 5/18/23