



STATE OF NEW HAMPSHIRE

0 AUG 23 '23 AM 11:42 RCU

38 mac



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

August 22, 2023

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to finalize an award in an amount not to exceed \$240,165 with New Life Home for Women and Children, Manchester, NH, (VC #333970) in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF), as part of the Pregnant and Parenting Residential Treatment Investment Program, which provides relief for residential treatment programs serving pregnant and parenting persons with SUD and co-occurring mental illness(es), as well as support for services these entities provide to the children of those receiving treatment, effective upon Governor and Council approval through December 31, 2024. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. 100% Federal Funds.

Funds are available as follows:

01-002-002-020210-24690000 - ARPA Grants and Disbursements
072-500575 - Grants Federal
FY2024
\$240,165

EXPLANATION

This request would approve an award to New Life Home for Women and Children as a part of the Pregnant and Parenting Residential Treatment Investment Program. The program was authorized by Governor and Executive Council on July 27th, 2022 (Item #52), and awards issued through it provide relief for residential treatment programs serving pregnant and parenting women with substance abuse disorders and co-occurring mental illness, as well as support for services provided to their children.

The program was open for applications between March 24 and April 19, 2023, to fund infrastructure investments or operating expenses that help increase service capacity or cover operating budget shortfalls as a result of the COVID-19 pandemic, up to a \$1,000,000 award cap. If an application was approved, awards were either in the form of forgivable loans for infrastructure investments or direct beneficiary awards for operating expenses. Applicants could only receive one type of award in the Program.

This agreement is a direct beneficiary award for operating costs totaling \$240,165 to New Life Home for Women and Children. Funding will be provided on a reimbursement basis for operating expenses to help rebuild the organization's bed capacity, programming, and services lost or reduced due to the negative impacts of COVID-19. This assistance will help return the facilities utilized by New Life return to prepandemic bed capacity, increasing the number of beds and appropriate staff levels for them from 15

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

August 22, 2023
Page 2 of 2

beds to 20. Funds will also help New Life Home continue to provide its residential rehabilitation program designed to support, nurture, and empower struggling women and their children, increase the hours and availability of the on-staff clinician, ensure sufficient programming and services to the children of parents receiving treatment, and expand their non-profit SUD treatment program further where possible.

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

COVID-19 Award Agreement
(Beneficiary Award ARPA-SFRR)

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

1. GENERAL PROVISIONS: IDENTIFICATION.

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

1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301

1.3. Grantee Name: New Life Home for Women and Children

1.4. Grantee Address: 782 River Road, Manchester NH 03104

1.5 Grantee Telephone Number 603-660-3962

1.5.1 Grantee E-mail address: alexis@newlifehome.org

1.6. State Vendor Number: 333970

1.7 Unique Entity Identifier (UEI)/SAM registration #: GBSBWVDRDE38
(required on all awards in excess of \$50,000)

1.8. Completion Date: December 31, 2024

1.9. Grant Amount not to exceed \$ 240,165.00

1.10. Grant Officer for GOFERR: Michele Crean

1.11. GOFERR Telephone Number: (603)271-7951

1.12. Grantee Signature: Designated Signing Authority

Grace Rosado Date: 8/22/23

Signature

Print Name: Grace Rosado

Title: Executive Director

1.13. State of New Hampshire Signature:

Chase A. Hagaman Date: 08/22/2023

Signature

Print Name: Chase A. Hagaman

Title: Deputy Director

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

Approved by the Department of Justice:

Alexis L. Phillips
Steri L. Phillips, AAG.

8/22/2023.

Initials GR
Date 8/22/23
Page 1 of 1

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury, CFDA number 21.027 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, defined as:

The award is to ameliorate a harm suffered by New Life Home for Women and Children ("New Life") due to the COVID-19 pandemic. As a nonprofit entity reliant upon fundraising for revenue, New Life was required to reduce its operating budget in 2022 in response to decreased revenue as a result of the pandemic. This had a negative impact on the organization's ability to provide and maintain vital services to residents receiving treatment as well as their dependent children.

Between 2021 and 2022, as indicated by their program application, including the application supplement, and incorporated supporting documents (which are incorporated herein by reference), New Life reduced key areas of its operating budget, such as payroll costs, office and administrative expenses, program related expenses, and more, by \$240,165. This award is intended to bridge that gap in New Life's operating budget, restoring it to its pre-pandemic level, in order to maintain and/or expand services impacted by the pandemic.

Thus, New Life shall use the awarded funds for 2023 and 2024 operating expenses to rebuild their capacity in programs and services lost due to their previously diminished budget and expand such services, if funding so enables, with a focus on services for children. Examples include, but are not limited to, restoring the number of beds available for residents of New Life Home's facilities, maintaining the requisite staff levels to accommodate available beds and supportive services, and ensuring robust services and programming for children of residents, as well as keeping education, transition services, and active career management available to residents.

GOFERR shall only reimburse for allowable operating expenses under this award; no expenses for infrastructure or equipment shall be allowed, as explained further under paragraph 4.

The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties hereunder except as set forth below, shall become effective on the date of approval of this Agreement by Governor and Council in Paragraph 1.14 ("the Effective Date"). The completion date of this award as set forth in Paragraph 1.8 is contingent upon the Grantee's successful completion and submission of a Final Report to the Grant Officer on the use of funds awarded in this Agreement. The Grant Officer must find the report satisfactory and approve the submitted report.

Initials GL
Date 8/22/23
Page 2 of 6

The Final Report shall be completed and submitted no later than September 30, 2024, unless otherwise permitted in writing by the Grant Officer. The report shall include a narrative explanation of how funds were utilized to restore and, where possible, expand services offered by the Grantee, as well as certification that funds were used in accordance with the terms of this Agreement and provision of the organization's relevant and most recent Form 990(s).

4. **PAYMENT TERMS:** Payment of up to the amount listed in 1.9 above shall be made on a reimbursement basis after the submission of invoice(s) showing the allowable expenses have been incurred and documentary proof that New Life has paid for the allowable expense. Given this award is to address the reduction in the awardee's operating budget between 2021 and 2022 due to the negative impacts of the COVID-19 pandemic, allowable expenses are limited to eligible 2021 operating expenses only. Thus, only expenses incurred between March 3 and December 31, 2021, will receive reimbursement.

Operating expenses shall include those categories outlined in New Life's Form 990, such as "Compensation of Current Officers, Directors, Trustees, and Key Employees," "Other Salaries and Wages," "Fees for Services," "Program Expenses," and more, but excludes "Occupancy," "Interest," "Depreciation, Depletion, and Amortization," "Bank Charges," and "All Other Expenses," as the purpose of these funds is to enable New Life to provide the staff and services needed for residents and their dependent children.

Furthermore, expenses for infrastructure and/or equipment are not allowable expenses under the terms of this agreement and shall not be reimbursed. Examples of such unallowable costs include, but not be limited to: expenses for new facilities or facility expansions, including building renovations; purchase and installation of new infrastructure such as HVAC, and purchases of new vehicles, computers, or other equipment. The recurring financing costs of such infrastructure or equipment may be an allowable expense, provided those costs abide by the terms delineated above.

In accordance with paragraph "9. EVENT OF DEFAULT: REMEDIES" below, GOFERR retains the right to recoup from the Grantee funds provided through this award that were subsequently used in a manner that violates the terms of this agreement. As noted in paragraph "3. EFFECTIVE DATE: COMPLETION OF GRANT," Grantee is responsible for the completion of a Final Report and related supporting documents.

5. **GRANT AMOUNT: LIMITATION ON AMOUNT:** The Grant Amount is identified in Paragraph 1.9. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.9 of these general provisions. The payment by GOFERR of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this

Initials GR
Date 8/22/23
Page 3 of 6

Agreement, GOFERR shall have no liabilities to the Grantee other than the Grant Amount.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

7. 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, revenue losses or other negative impact from the COVID-19 public health emergency that are the eligibility criteria that are the basis of this award.

Such accounts shall be supported by receipts, invoices, bills, and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the Governor's Office for Emergency Relief and Recovery (GOFERR), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

8. PERSONNEL: The Grant Officer shall be the representative of 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.

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

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

- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or

Initials *GR*
Date *8/22/23*
Page 4 of 6

both.

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

11. **WAIVER OF BREACH:** No failure by GOFERR to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of GOFERR to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

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

GOFERR will assert that the other financial information submitted in support of this award by a individual or private, non-governmental entity in an application or report is confidential financial information that is exempt from disclosure under RSA 91-A:5,IV, unless ordered to disclose such information by a court of competent jurisdiction.

1. **CERTIFICATION:** The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

Initials **LL**
Date **8/22/23**
Page 5 of 6

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.

15. NOTICE: Any notice of default under paragraph 9 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.

16. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of 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 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, 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.

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

Grantee: alexis@newlifehome.org

GOFERR: Michele.Z.Crean-G@goferr.nh.gov for other GOFERR Compliance person

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



I, Steve Dimond, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
New Life Home for Women and Children. I hereby certify the following is a true copy of
(Name of Corporation)

the current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or
Articles of Incorporation authorize the following officers or positions to bind the
Corporation for contractual obligations Executive Director.
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Grace Rosado
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority **shall remain valid**
for thirty (30) days from the date of this certificate.

DATED: 8/22/2023

ATTEST: Steve Dimond
Bd. member

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW LIFE MINISTRIES OF N.E., INC. is a Massachusetts Nonprofit Corporation registered to do business in New Hampshire as NEW LIFE HOME FOR WOMEN AND CHILDREN on August 02, 1984. 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: 77619

Certificate Number: 0005873976



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of September A.D. 2022.

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

David M. Scanlan
Secretary of State

Client#: 23939

NEWL12

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2023

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

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

PRODUCER: Intercity Agency, Inc. 1983 Marcus Avenue Suite 100 Lake Success, NY 11042
INSURED: New Life Ministries of New England dba New Life Home for Women and Children P.O. Box 148 Manchester, NH 03105
CONTACT NAME:
PHONE (A/C, No, Ext): 718 279-7700 FAX (A/C, No): 718-631-0067
INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Property & Casualty Ins. Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

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

CERTIFICATE HOLDER: GOFERR 1 Eagle Square Concord, NH 03301
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Johannes Loeb