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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC STABILITY

Lori A. Weaver
Commissioner

Karen E. Hebert
Director

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June 12, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic Stability, to **Retroactively** enter into grant agreements and provide funding to qualifying organizations, as specified in the attached list, statewide that provide summer and school year youth programming, with an emphasis on youth who may be considered vulnerable, and youth and children involved with the Division of Children, Youth and Families, in amount of \$3,497,016.31, effective **Retroactive** to July 2, 2022, upon Governor and Council approval, through December 31, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-094-940010-24650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Programs	TBD	\$3,497,016.31
			Total	\$3,497,016.31

EXPLANATION

The Department received approval from Fiscal Committee on April 15, 2022 (FIS 22-145), and the Executive Council on April 20, 2022 (item #7), to accept and expend \$3,500,000 of Coronavirus State and Local Fiscal Recovery Funds (SLFRF) funds for the Empower Youth Program. In July 2022, the Department entered into grant agreements to award the funding to qualifying organizations that provide summer and school year youth programming, with an emphasis on youth who may be considered vulnerable, and youth and children involved with the Division of Children, Youth and Families. The Department later determined that this action was not presented to the Governor and Council for approval due to a programmatic oversight. This request is therefore **Retroactive** to July 2, 2022.

This request is to retroactively authorize the Department to enter into grant agreements utilizing the attached agreement template and provide federal Empower Youth Program funding to qualifying organizations statewide that coordinated summer and school year youth

programming. The Department is also in the process of notifying the participating organizations of the correct federal funding source, which was incorrectly identified in the original agreement as CARES Act funding.

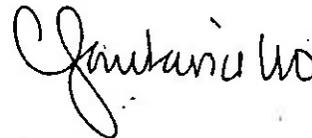
The New Hampshire Empower Youth Program was designed to benefit middle- and high-school aged youth, particularly those who are considered vulnerable, by either expanding current programs, for youth in these age groups or initiating new program opportunities. Funds were used to provide youth with positive experiences to combat the negative effects of social isolation, engagement in substance misuse, or child abuse or neglect; support program activities including gang-violence prevention, substance-misuse prevention, youth empowerment, dropout prevention, and safe havens; supporting adolescent youth counselor positions; and/or to provide teenagers the opportunity to learn leadership and mentoring skills. Sixty qualifying organizations received this Empower Youth Program funding.

Should the Governor and Council not authorize this request, the Department will not have the appropriate authority to have entered into these agreements and dispersed these funds.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #21.027, FAIN #SLFRP0145.

Respectfully submitted,



for:

Lori A. Weaver
Commissioner

ATTACHMENT

Grantee	County	Town	Award Amount
Advantage Kids/Lakes Region Tennis Assn	Belknap	Gilford	\$ 33,000.00
Arts In Reach	Rockingham	Portsmouth	\$ 63,195.00
BGC Salem Counselor In Training (CIT) Program	Rockingham	Salem	\$ 12,592.50
BGC Manchester Tween & Teen Program	Hillsborough	Manchester	\$ 57,750.00
Boys & Girls Club of Greater Nashua, Social Emotional Wellness Initiative	Hillsborough	Nashua	\$ 34,478.07
Boys & Girls Clubs of Central New Hampshire	Merrimack	Concord	\$ 37,500.00
CADY Empowers Youth	Grafton	Plymouth	\$ 122,250.00
Camp 603	Merrimack	Concord	\$ 18,500.00
Chase Home Summer Program	Rockingham	Portsmouth	\$ 32,122.50
City Year Inc./City Year New Hampshire	Hillsborough	Manchester, NH	\$ 24,750.00
Claremont Afterschool Empowerment Program	Sullivan	Claremont	\$ 24,750.00
Community Service Learning Opportunites - The Upper Room	Rockingham	Derry	\$ 24,000.00
Dover Teen Center	Strafford	Dover	\$ 7,500.00
Friends of Aine	Hillsborough	Manchester	\$ 30,000.00
Gaia Education Outreach Institute	Hillsborough	Wilton	\$ 5,000.00
Girls Inc of NH	Hillsborough	Manchester	\$ 15,584.10
Granite State Adaptive	Carroll	Mirror Lake	\$ 32,736.00
Granite YMCA	Hillsborough	Manchester	\$ 33,000.00
Hall Memorial Library	Merrimack	Northfield	\$ 18,582.63
Keene Housing Kids Collaborative	Cheshire	Keene	\$ 111,375.00
Kimball Jenkins Inc.	Merrimack	Concord	\$ 24,040.96
Live Free Recovery Consultants	Rockingham	Newton	\$ 9,174.00

Exhibit A

Magical Yoga Club	Belknap	Several: Manchester, Wolfeboro, Laconia, Alton, Concord, Gilford, etc.	\$ 94,019.97
Manchester Police Athletic League	Hillsborough	Manchester	\$ 39,000.00
Mayhew Program	Grafton	Bristol	\$ 14,355.00
Mill Creek Counseling & Family Services	Hillsborough	Manchester	\$ 74,250.00
Mobile STEM Works Lab	Grafton	Littleton	\$ 18,694.50
Mountain Classroom: Leadership Program for Coos County Youth	Coos	Bretton Woods, NH	\$ 9,900.00
Appalachian Mountain Club			
MY TURN America's Youth Teenage Unemployment Reduction Network, Inc (MY TURN)	Hillsborough	Manchester, NH	\$ 353,607.75
MY TURN's Project Connect	Hillsborough	Manchester	\$ 472,608.75
Neighborhood Pride/Cornerstone - Manchester Community Resource Center	Hillsborough	Manchester	\$ 27,069.57
New Hampshire DeMolay		Manchester	\$ 41,250.00
New Life Ministries of New England	Hillsborough	Manchester	\$ 49,500.00
Office of Youth Services - Project Genesis	Hillsborough	Hillsborough	\$ 125,000.00
O'Leary Basketball Camp	Hillsborough	Merrimack NH	\$ 3,750.00
Orion House / Sirius Fun - Granite Hill School	Sullivan	Newport	\$ 30,519.75
Pemi Youth Center	Grafton	Plymouth	\$ 15,000.00
Plaistow YMCA	Rockingham	Plaistow	\$ 31,387.62
ReGen Roots Farm to School Program	Hillsborough	Nashua & Hudson	\$ 3,300.00
Sandlot Sports & Entertainment	Rockingham	Sandown	\$ 80,058.00
SD YMCA Youth and Teen Enrichment	Rockingham	Exeter	\$ 43,560.00
Seabrook Adventure Zone	Rockingham	Seabrook	\$ 26,105.97
Seymour Osman Community Center	Strafford	Dover	\$ 37,578.09

Exhibit A

Storybook Hollow Learning Community		Rochester	\$ 53,223.06
Barrington Rec T.E.A.M (Teen Exploration Adventure Mentor Program)	Strafford	Barrington	\$ 52,800.00
The Youth Council	Hillsborough	Nashua	\$ 206,081.25
Tina Daigneau/Kidazzle Child Care	Strafford	Barrington	\$ 11,880.00
TreeFort Teens	Rockingham	Hampton	\$ 63,690.00
UpReach Therapeutic Equestrian Center's Equine Assisted Services for Youth	Hillsborough	Goffstown/Boscawen NH	\$ 16,500.00
Valley Court Diversion Programs	Sullivan	Newport	\$ 32,297.25
Victory Women of Vision	Hillsborough	Manchester	\$ 300,246.54
WYLD (Wilderness Youth Leadership Development) - North Country Education	Coos	Campton	\$ 33,000.00
YMCA Camp Coniston	Sullivan	Croydon	\$ 23,931.50
YMCA of Greater Nashua Teen Leaders Club	Hillsborough	Nashua	\$ 14,150.40
YMCA of Greater Nashua Teen LIT Program	Hillsborough	Nashua, Merrimack, Amherst and Mont Vernon	\$ 17,031.30
Youth Leadership Through Adventure - North Country Education	Coos	Campton	\$ 33,000.00
Youth Matter! - THRIVE!	Hillsborough	Manchester	\$ 41,931.78
Austin 17 House - Youth Peer-Based Recovery Community	Rockingham	Brentwood	\$ 66,000.00
Keene Family YMCA Y-YES Youth Enrichment and Support	Cheshire	Keene NH	\$ 168,857.50
Total			\$ 3,497,016.31

New Hampshire Empower Youth Program ROUND TWO Grant Agreement
June 2022

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

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: NH Department of Health and Human Services, Division of Economic & Housing Stability

1.2. State Agency Address: 129 Pleasant Street, Concord, NH 03301

1.3. Grantee Name (related to State Vendor Number):

_____ DBA (program name if different)

Indicate one: Non-profit Organization For Profit Organization Faith Based Entity
 Municipality/City Other (describe) _____

1.4. Grantee Address: _____

1.5 Grantee Telephone Number: _____

1.6. State Vendor Number: _____

1.6 A. Unique Identifier Number _____

1.7. Completion Date: 12/31/2023 _____

1.8. Grant Amount not to exceed _____

1.9. Grant Officer for State Agency: _____

1.10. State Agency Telephone Number: _____

1.11. Grantee Signature: Designated Signing Authority

_____ X _____

_____ Date: _____

Signature

Print Name:

Title:

1.12. State of New Hampshire Signature:

_____ Date: _____

Signature

Print Name:

Title:

Initials _____
Date _____

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State award under the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "Department"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source for the same expenses for the same time period, defined as directly related to the NHEYP, that occurred between June 1, 2022 through December 31, 2023. (Note – There is no Federal Award Identification Number (FAIN) known to the State for this award).

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

3. EFFECTIVE DATE: COMPLETION OF GRANT.

This Agreement, is entered into and, shall become effective on the date of approval of this Agreement by the Department in paragraph 1.12 ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 31, 2023.

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

The payment by the Department 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 funding that may be available. However, under this Agreement, the Department shall have no liabilities to the Grantee other than the Grant Amount.

Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Grant, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS.

Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the Governor's Office for Emergency Relief and Recovery ("GOFERR"), the Department, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the GOFERR, the Department, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the GOFERR, the Department, 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 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 Department and federal personnel and labor laws applicable to its employees.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the Department or 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 Department or 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 Department 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 Department 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 Department determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

Set off against any other obligation the Department may owe to the Grantee any damages the Department 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 Department, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and/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 Department 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 Department shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the Department as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the Department 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 which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12. GRANTEE'S RELATION TO THE Department. In the performance of this Agreement the Grantee, its employees, and any subcontractor or sub-grantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the Department. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or sub-grantees, shall have authority to bind the Department nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the Department 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 Department and the GOFERR

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

15. INSURANCE AND BOND.

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

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident; and

The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire.

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

18. AMENDMENT.

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P 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 Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee, _____ will use the grant funds within the scope of allowable uses of the CARES Fund for the NH Empowering Youth Program (NHEYF) as described in this paragraph. The NHEYF was designed to benefit middle- and high-school aged youth, particularly those who are considered vulnerable, by either expanding current programs for youth in these age groups or initiating new program opportunities. Funds will be used to provide youth with positive experiences to combat the negative effects of social isolation, engagement in substance misuse, or child abuse or neglect. Program activities may involve gang-violence prevention, substance-misuse prevention, youth empowerment, dropout prevention, and safe havens. Similarly, providers may access program resources to fund adolescent youth counselor positions within existing programs that are aimed at younger children. This will provide teenagers the opportunity to learn leadership and mentoring skills. All programs provided with funds under this grant must be completed on or before December 31, 2023.
2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose as defined in the CARES Act, H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as:
 - a. Necessary expenditures associated with the NHEYF;
 - b. Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - c. Were incurred during the period that begins on June 1, 2022, and for purposes of this Agreement, ends on December 31, 2023.
3. Grantee shall not make any sub-awards from this award.
4. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and U.S. Treasury Answers to Frequently Asked Questions (FAQs) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
5. Grantee may charge direct costs and indirect costs as provided by 2 CFR Subpart E, Cost Principles.
6. Reporting: Grantee shall provide quarterly reports beginning in September 30, 2022 on a schedule and using a template provided by the Department and a final report on or before January 15, 2024 electronically to the Department grant officer by e-mail or other electronic means subsequently designated by the Department. A quarterly report will detail progress and the uses of grant funds to date. A final report must be submitted by close of business on January 15, 2024 detailing the use of grant funds, the impact of the program on the target audience and their expected funding needs for the future. The Grantee shall include in such report expenses and costs related to NHEYF for which the grant funds have been used, and shall break down the reporting by facility location at the town level. If the Grantee exhausts the funds before the December 31, 2023 end date, they may request permission to submit their Final Report at that time.

7. Any portion of the grant not expended by Grantee for allowable costs by December 31, 2023, must be returned to the State with the closeout report described in Exhibit C. A request for estimates of remaining funds will be distributed on October 1, 2023 with an option for the Department redistribute said funds to those Grantees still in need.
8. Unique entity identifier and System for Award Management (SAM -required. Grantees must normally (i) Be registered before submitting an application; (ii) provide a valid unique entity identifier in its application; 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. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of their unique identifier SAMs registration and the unique entity identifier prior to their first receipt of funds. 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 may issue subsequent or further guidance on allowable uses of Coronavirus Relief Funds. Therefore the Department may periodically issue Sub-grantee Guidance (SG) and Sub-grantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by the Department.

GRANT AGREEMENT EXHIBIT B

Payment Terms

1. This Agreement will provide NH Empowering Youth Program services for the Department. No maximum or minimum service volume is guaranteed. Accordingly, the grant limitation is identified in the Grant Agreement, Block 1.8, Grant Limitation.
2. The State shall pay the Grantee an amount not to exceed _____, as specified in the Letter of Award.
3. The Grantee shall provide services in Exhibit A, Scope of Services in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Grantee's current and/or future funding.
4. This Agreement is funded by 100% Other Funds from the Governor's Office for Emergency Relief and Recovery (GOFERR) under Federal Funds received by the State under the Coronavirus Aid Relief, and Economic Security (CARES) Act, as awarded on March 27, 2020, by the U.S. Department of State Treasury, CFDA 21.019.
5. For the purposes of this Grant Agreement:
 - 5.1. The Department has identified the Grantee as a Subrecipient, in accordance with 2 CFR 200.330. To the extent that Grantee is a for-profit business that is not subject to 2 CFR Subpart F audit requirements, the provisions of this agreement establish the audit and monitoring requirements necessary to ensure for-profit sub-recipients compliance with the purposes of this grant and funding source.
 - 5.2. The Department has identified this Grant Agreement as NON-R&D, in accordance with 2 CFR §200.87.
6. Upon approval of the Grant Agreement by the State of New Hampshire, the Grantee's invoice will be submitted for immediate payment of _____, as specified in the Letter of Award for initiation of services of which may be used for any allowable expenses as specified in the Award Agreement.
7. The Grantee shall submit a NHEYYP Invoice for the full amount of the award no later than August 15, 2022, after or in conjunction with the receipt of the award packet (Award Letter and NHEYYP Invoice) that includes information as requested on the NHEYYP Invoice.
8. The Grantee shall ensure the invoice is completed (including Grantee vendor number), dated and returned to the Department in order to initiate payment.
9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to ECCP@dhhs.nh.gov.
10. The State shall make payment to the Grantee within thirty (30) days of receipt of the NHEYYP Invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 10 of the Grant Agreement.
11. The Grantee must provide the services in Exhibit A, Scope of Services, in compliance with funding requirements.
12. Audits
 - 12.1. The Grantee is required to submit an annual audit to the Department if any of the following conditions exist:

Initials _____
Date _____

- 12.1.1. Condition A - The Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 12.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 12.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.
- 12.4. In addition to, and not in any way in limitation of obligations of the Grant Agreement, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Grant Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Initials
Date

GRANT AGREEMENT EXHIBIT C

Special Provisions

1. 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 Department 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 ending after December 30, 2020.

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 the Department 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 sub-grantee 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 the Department.

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Date

- “26. **PROCUREMENT.** Grantee 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)”
- “27. **CLOSE OUT OF CONTRACT.** By January 15, 2024 Grantee shall submit a final report electronically to the Department’s grant officer by e-mail or other electronic means subsequently designated by the Department of the uses of the grant funds through December 31, 2023, and shall break down the reporting by facility location at the town level. 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 the Department, by check payable to Treasurer, State of New Hampshire.

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:

Dianne Chase
NH Department of Health and Human Services, Division of Economic & Housing Stability
129 Pleasant Street
Concord, NH 03301
Dianne.Chase@dhhs.nh.gov

- (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);

Initials	
Date	

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

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

Grantee Name	Period Covered by this Certification

X

Name and Title of Authorized Grantee Representative

Grantee Representative Signature

Date

Initials
Date

GRANT AGREEMENT EXHIBIT E
Lobbying

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus Relief Fund

Contract Period: *July 2022 to December 31, 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-grantee or sub-Grantee).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

X

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

Initials
Date

GRANT AGREEMENT EXHIBIT F
Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department 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 the Department 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, the Department may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to the Department, 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 the Department.
- (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 the Department, 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.

Initials
Date

(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, the Department may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

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

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

X

Grantee Representative Signature

Grantee's Representative Title:

Print Grantee Name

Date

Initials
Date

GRANT AGREEMENT EXHIBIT G
CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

X

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

Initials _____
Date _____

GRANT AGREEMENT EXHIBIT H

CERTIFICATION

Public Law 103-227, Part C

ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

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

X

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

Initials _____
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.

_____ (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 the Department with federal CARES Act 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 the Department, 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.

Sub-recipient 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 sub-recipient shall be required to sign a written assurance form; however, the obligation of both recipient and sub-recipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Initials	_____
Date	_____

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 the Department. 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 the Department, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of CARES Act funds extended by the Department 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 the Department, 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 the Department including installment payments on account after such data 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 the Department).

X

Grantee Representative Signature

Grantee's Representative Title

Print Grantee Name:

Date:

Initials _____
Date _____

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 Sub-award and Executive Compensation Information*), the Department 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 Sub-award and Executive Compensation Information*), and further agrees to provide the information as outlined above to the Department and the Inspector General, as identified in Sections 1.11 of the General Provisions

I, _____, do hereby certify that I am an authorized representative of the Grantee and I agree to provide needed information as outlined above to the Department and the Inspector General, as identified in Sections 1.11 of the General Provisions of the Federal Financial Accountability and Transparency Act.

(Grantee Representative Signature)

(Grantee Representative Title)

(Grantee Name)

(Date)

Initials _____
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 Unique Identifier number for your entity is: _____

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, sub-grants, 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: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____