



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

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July 23, 2024

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into an agreement with New Hampshire Housing Finance Authority (VC # 174411), Bedford, NH in the amount of \$996,501 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) in order to supplement their Lead and Healthy Homes Program, effective upon approval by Governor and Executive Council through June 30, 2025. 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.

Funding is available in Fiscal Year 2025 as follows:

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

072 - 500575 Grants Federal FY2025 \$ 996,501

EXPLANATION

New Hampshire Housing's Lead Hazard Control and Healthy Homes Program is dedicated to eliminating childhood lead poisoning by providing educational tools, resources, and funding through federal grants and state loans to assist homeowners, residential property owners, and childcare facilities to be lead-safe certified. The grant program is currently funded by the U.S Department of Housing and Urban Development (HUD) and by state budget appropriations made to the Lead Paint Hazard Remediation Fund established by RSA 204-C:89.

Lead is a toxic metal found in many homes built before 1978. New Hampshire homes are among the oldest in the country leading to hundreds of New Hampshire children poisoned each year by lead found in paint, dust, and soil. This award would allow NHHFA to provide support to households for lead remediation through the lead paint hazard remediation fund. Through this fund, NHHFA provides loans to property owners of low-income rental and owner-occupied housing for use in remediating the hazards of lead paint on their property, with the aim of reducing incidents of lead poisoning of children in New Hampshire. The program stipulates that the house must have been built prior to 1978, a 10% owner match is required, and the property owner must apply first, then the tenants, if applicable. The properties remediated must include a child under the age of six or a pregnant woman residing on property. Per federal rule, these ARPA funds will be limited to those households who meet the definition of

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“disproportionately impacted” as defined by US Treasury, which includes households at or below 40% of the area’s median income (AMI) or households in a Qualified Census Tract (QCT).

This is an allowable use of American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) under Section 602(c)(1)(A) to respond to the public health emergency or its negative economic impacts.

Respectfully submitted,



Taylor Caswell
Executive Director, GOFERR

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name Governor's Office for Emergency Relief and Recovery (GOFERR)		1.2. State Agency Address 1 Eagle Sq, Concord, NH, 03301	
1.3. Grantee Name New Hampshire Housing Finance Authority (NHHFA)		1.4. Grantee Address 32 Constitution Drive, Bedford, NH 03110	
1.5 Grantee Phone # 603-472-8623	1.6. Account Number	1.7. Completion Date June 30, 2025	1.8. Grant Limitation \$ 996,501
1.9. Grant Officer for State Agency Michele Zangri-Crean		1.10. State Agency Telephone Number 603-271-7951	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Rob Dapice, Executive Director/CEO	
Grantee Signature 2 		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Taylor Caswell, Executive Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: <i>Sheri Phillips</i>		Assistant Attorney General, On: 7/18/2024	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3 AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4 EFFECTIVE DATE, COMPLETION OF PROJECT

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date")

4.2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date")

5 GRANT AMOUNT, LIMITATION ON AMOUNT, VOUCHERS, PAYMENT.

5.1 The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT C

5.3 In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N H RSA 80:7 through 7-c

5.4 The payment by the State 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 in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 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 block 1.8 of these general provisions.

6 COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, 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 and RSA 31-95-b.

7 RECORDS and ACCOUNTS.

7.1 Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, 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

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), 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 block 1.3 of these provisions

8 PERSONNEL

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed

8.3 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.

9 DATA, RETENTION OF DATA, ACCESS.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State 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 State 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 State 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

11. EVENT OF DEFAULT, REMEDIES.

11.1 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"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement

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

11.2.1 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

11.2.2 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 State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

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

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

12. TERMINATION

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, 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 Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder

12.4 Notwithstanding anything in this Agreement to the contrary, either the State 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

13. CONFLICT OF INTEREST. No officer, member of 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 Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, 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.
14. GRANTEE'S RELATION TO THE STATE In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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 any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH No failure by the State 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 State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. 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, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. 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 and contents of the "subject" blank 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.
22. 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.
23. 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.
24. SPECIAL PROVISIONS The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

GRANT AGREEMENT EXHIBIT A
Special Provisions

1. EXHIBITS

This Agreement consists of the following documents:

- General Provisions
- Exhibit A: Special Provisions
- Exhibit B: Scope of Services
- Exhibit C: Methods and Conditions of Payment
- Exhibit D: Debarment

2. STATE AND LOCAL FISCAL RECOVERY FUNDS

- 2.1 This Award is made with funds obtained by the State of New Hampshire through an American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (SFRF) (ALN: 21.027) grant provided by the United States Department of Treasury to the State of New Hampshire (FAIN: SLFRP0145) and expended by the State of New Hampshire for the provision of government services under SLFRF expenditure category (EC) 6.1.
- 2.2 Pursuant to current Treasury policy, this Award does not constitute a federal subaward, and Grantee is not considered a federal subrecipient. Grantee is not subject to the requirements of the Uniform Guidance (2 CFR 200) or program-specific requirements which are generally applicable to SLFRF subrecipients.
- 2.3 Grantee shall assist the State in satisfying its own obligations arising out of its SLFRF award by providing any access or information the State deems necessary. This includes, but is not limited to, providing access to any and all Grant-related records and all Grantee employees, contractors, or subcontractors, providing Grant-related documentation upon request, providing other Grantee financial information, and submitting to any State or federal audit.
- 2.4 This Award remains subject to any additional requirements the U.S. Department of Treasury may choose to impose on funds expended under EC 6.1 in the future. All current and future Treasury guidance is incorporated into this Agreement by reference as if it were included in full and without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

3. UNIQUE ENTITY IDENTIFIER (UEI)

Grantee's UEI is JBJNS6KTGE86. Grantee shall notify the State if any changes occur to the Grantee's UEI or other information reflected in the federal System for Award Management (SAM.gov).

4. DEBARMENT & SUSPENSION

By signing this Agreement, Grantee certifies that it is not debarred, suspended, or otherwise ineligible to receive federal funds. (See Exhibit D)

5. FURTHER RECORDS AND ACCOUNTS

Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the Grant terms or the State pursuant to section 7.1 of the General Provisions of this Agreement, at any time during the Grantee's normal business hours, and as often as the State, the U.S. Department of Treasury, or Office of Management and Budget (OMB) shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury, or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, 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 (as that term is herein defined), 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 section 1.3 of the General Provisions of this Agreement.

6. NOTICE

Notices of default shall be delivered as set forth in section 19 of the General Provision of this Agreement. All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:

Grantee: Gloria Paradise, Director Grants Programs, gparadise@nhhfa.org

Grantor: Michele.Z.Crean-G@goferr.nh.gov

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

7. MONITORING & REPORTING

- 7.1 Grantee shall participate in the State's SFRF awardee monitoring process, including but not limited to, providing copies of internal policies and procedures, completing periodic desk review questionnaires, and submitting financial records for transaction testing and verification.
- 7.2 Based on the risk assessment conducted by the State, the monitoring cadence for this Award shall be semi-annually. Risk level and monitoring cadence are subject to change based on Grantee performance and the results of monitoring.
- 7.3 Grantee shall submit performance reports as directed by the State and submit to performance monitoring including, but not limited to, site visits and reviews of performance results.
- 7.4 Until December 31, 2027, Grantee shall report annually on the use of award funds as part of Grantee's Lead Hazard Control and Healthy Homes Program. These reports shall include an attestation that funds have been used exclusively for the benefit of disproportionately impacted households as defined in the Supplemental Information to the SFRF Final Rule and Exhibit B of this Agreement.

8. ASSIGNMENT AND CONTRACTS

- 8.1 Notwithstanding section 15 of the General Provision of this Agreement, Grantee may use contractors and subcontractors to perform the services associated with the Project, subject to any requirements or restrictions detailed elsewhere in this Agreement.

9. CLOSEOUT

On or before June 30, 2025, Grantee shall provide documentation demonstrating that award funds have been incorporated into Grantee's Lead Hazard Control and Healthy Homes Program, either through the making of grants and loans to eligible applicants or through deposit into the State Lead Paint Hazard Remediation Fund.

GRANT AGREEMENT EXHIBIT B
Scope of Services

1. ALLOWABLE USES

- 1.1 Grantee, New Hampshire Housing Finance Authority (NHHFA), shall use Award funds to make grants and loans for lead remediation through its Lead Hazard Control and Healthy Homes program. NHHFA's Lead Hazard Control and Healthy Homes Program is dedicated to eliminating childhood lead poisoning by providing educational tools, resources, and funding through federal grants and state loans to assist homeowners, residential property owners, and childcare facilities to be lead safe. Lead is a toxic metal found in many homes built before 1978. New Hampshire homes are among the oldest in the country leading to hundreds of New Hampshire children poisoned each year by lead found in paint, dust, and soil. This award will allow NHHFA to provide support for households for lead remediation through its existing lead remediation program with the aim of reducing incidents of lead poisoning of children in New Hampshire. The program stipulates that the house must have been built before 1978, a 10% owner match is required, and the property owner must apply first, then the tenants, if applicable. The properties remediated must include a child under the age of six or a pregnant person residing on the property. In the case of a vacant unit the owner must market the unit to families with a child under the age of 6 or a pregnant woman.
- 1.2 Award funds shall be used to provide loans and grants for the benefit of households or a childcare facility which are considered to be presumptively disproportionately impacted by the COVID-19 pandemic or which have been identified as members of a disproportionately impacted class of households according to the SFRF Final Rule. This includes grants and loans made to rental property owners or childcare facilities who are subject to the program's 3-year compliance period for rental property owners and childcare facilities.
- 1.3 A household is presumed to have been disproportionately impacted by the pandemic if it meets one or more of the following criteria:
- (a) The household is at or below 40% of the Area Median Income (AMI) based on the most recent data published by the federal government's Department of Housing and Urban Development.
 - (b) The household's income is at or below 185% of the Federal Poverty Guidelines (FPG) for the size of their households based on the most recently published poverty guidelines by the federal government's Department of Health and Human services.
 - (c) The household or childcare facility is located in a Qualified Census Tract (QCT).
 - (d) The household qualifies for Temporary Assistance to Needy Families, (TNAF), Supplemental Nutritional Assistance Program (SNAP), Free and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low Income Energy Assistance Program (LIHEAP), and Pell Grants.

- 1.4 Grantee may identify additional disproportionately impacted classes of households based on academic or government research, through analysis of the State or the Grantee's own data, or through the analysis of other existing data sources. Any such analysis shall be performed according to the guidance provided in the Supplemental Information to the SFRF Final Rule. For childcare facilities a statistically valid survey is required to be eligible.
- 1.5 Award funds shall be considered expended upon disbursement by the Grantee. Repayment of loans made with Award funds shall not be considered program income and may be used for the Lead Hazard Control and Healthy Homes Program without restriction. Repayment of loan funds shall be deposited into the State Lead Paint Hazard Remediation Loan Fund.

3. INDIRECT COSTS

Grantee's indirect costs charged to the Award shall not exceed 35.7% of the total modified direct costs charged to the Award by the Grantee over the life of the project.

GRANT AGREEMENT EXHIBIT C
Methods and Conditions of Payment

1. VENDOR SYSTEM REGISTRATION

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number in order for a payment to be issued. Registration can be done online at

[https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration. The State vendor number for Grantee is 174411.

2. BUDGET

The State will pay the Grantee, the sum of \$996,501 for the purpose of making grants and loans through its Lead Hazard Control and Healthy Homes Program.

3. PAYMENT

Payment shall be made in a single lump sum to Grantee upon Governor and Executive Council approval of this Agreement.

GRANT AGREEMENT EXHIBIT D
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 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

Instructions for Certification

1. By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the GOFERR determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when GOFERR determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, GOFERR may terminate this transaction for cause or default.
4. The Grantee shall provide immediate written notice to GOFERR, to whom this Grant is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 2 CFR 180, Subpart I.
6. The Grantee agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by GOFERR.
7. The Grantee further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower

Tier Covered Transactions,” provided by GOFERR, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, GOFERR may terminate this transaction for cause or default.

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

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

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

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



Grantee Representative Signature

Executive Director/CEO

Grantee's Representative Title

Rob Dapice

Print Grantee Name

7/3/2024

Date



CERTIFICATE OF AUTHORITY

To Whom it May Concern:

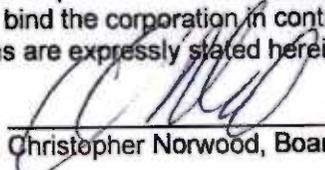
Robert B. Dapice currently serves as New Hampshire Housing Finance Authority's Executive Director. He is a designated "officer" of New Hampshire Housing and has authorization to execute documents related to implementation of programs administered through New Hampshire Housing as outlined in New Hampshire Housing Finance Authority's Operating Policies as noted below:

The Authority's Operating Policies last revised and approved by the Board of Directors on 2/24/2022, provide the Executive Director with the authority to "sign any and all documents necessary or convenient to implement any activity that is delegated to the Executive Director." These policies also state that "The Executive Director is authorized to execute any and all documents necessary for the conduct of Authority business..."

This information serves as a summary of the documentation of record establishing the authority of the "Executive Director" to execute documents on behalf of New Hampshire Housing.

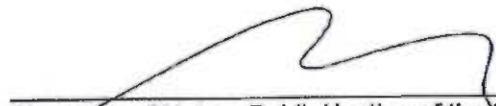
I hereby certify that said vote of the Board of Directors on 2/24/2022 has not been amended or repealed and remains in full force and effect as of the date of the grant agreement to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts or grants with the State of New Hampshire, all such limitations are expressly stated herein.

July 9, 2024
Date

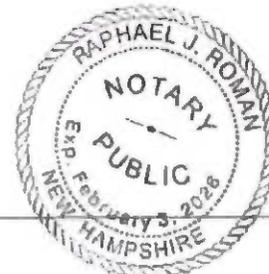

Christopher Norwood, Board Chair

State of New Hampshire
County of Hillsborough

Signed and affirmed before me on July 9, 2024, by Christopher Norwood


Signature of Notary Public/Justice of the Peace

My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2024

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

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

PRODUCER The Hill Group New England, LLC PO Box 606 Keene NH 03431		CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: aodonnell@hillgroup.com	
INSURED NEW HAMPSHIRE HOUSING FINANCE AUTHORITY PO BOX 5087 MANCHESTER NH 03108		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Acadia Insurance Company	NAIC # 31325
		INSURER B: Granite State Healthcare & Human Services Trust	
		INSURER C: Lloyd's of London	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24/25 **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.

INSUR LTR	TYPE OF INSURANCE	ADDCSUBR (RSD) (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA0253474-26	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - OCC/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPA0253474-26	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA0254395-26	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	HCHS20242000073	07/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	MORTGAGE IMPAIRMENT		MIC-23-00038	07/01/2024	07/01/2027	ANY ONE LOSS \$3,000,000 DEDUCTIBLE \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
3A state: NH
All officers included for coverage

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