New Hampshire
Department of Agriculture, Markets & Food

Shawn N. Jasper, Commissioner

37B

October 29, 2024

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

REQUESTED ACTION

Authorize the Department of Agriculture, Markets, and Food (DAMF) to enter into a Cooperative Project Agreement (CPA) with the University of New Hampshire in the amount of $727,909.00 to provide direct services and education for New Hampshire farmers, addressing critical needs in the state's agriculture industry to benefit producers, consumers, and the environment, effective upon Governor and Council approval through September 30, 2026. This is an allowable use of ARPA SFRF funds Section 602 (c) (1) (A) to respond to the public health emergency or its negative impacts. **100% Federal Funds.**

Funding is available in account ARPA Agriculture Support and Infrastructure as follows

	FY 2025
02-18-18-180010-28370000-072-500573 - Grants Federal	$179,534.00
02-18-18-180010-28370000-102-500731 – Contracts for Prog Services	$548,375.00

EXPLANATION

This request will fund initiatives that, together, will work to support New Hampshire's agriculture industry through direct services and education addressing critical needs that benefit producers, consumers, and the environment as described in detail below. The New Hampshire Department of Agriculture, Markets, and Food (DAMF) identified these needs through broad outreach to the state's agricultural service providers, commodity groups, and farm membership groups.

These projects will be carried out by UNH Cooperative Extension under the oversight of DAMF.

Updating the Soil Testing Database - Weather events and changing climate have increased the rates of soil erosion, nutrient leaching, and pest outbreaks hindering the ability of farmers to establish sustainable, profitable businesses. Modern soil test analysis is a tool that can help address these challenges by providing farmers with data to drive decisions, helping them adapt and building resilience for their farms.

The current UNH Soil Testing database is old and lacks the capabilities to address and provide data our modern agricultural producers need. More specifically, it is unable to integrate with modern soil health assessment tools, generate precise nutrient recommendations tailored to specific post-disaster conditions, or provide real-time data for rapid decision-making. This proposed funding will support address these needs and provide increased impact to New Hampshire farmers. $179,534;

Increasing farm resilience and viability - The allocation of disaster relief funds for weather related crop loss in 2023 affirmed what many agricultural service providers previous believed, farmers lack record keeping systems that produce critical data to make management decisions. This lack of data impacts key areas including farm financials, taxes, business structures, yields, market channels, and legal topics. Specifically, which enterprises make and lose money, how to legally protect farms, tax implications of decisions, how to utilize business structures, retirement planning to inform succession planning, and farm transfer. This proposed funding will address those needs through direct services to farmers in the relevant areas of need. $360,066;

Agricultural equipment education – This proposed funding will support the UNH Extension Women in Agriculture program to purchase a tractor, trailer, and appropriate accessories to form a complete mobile teaching unit to benefit the whole of Extension programming. On-demand access to equipment gives Extension the ability to immediately respond to training and workforce development needs that exist in the agricultural community. $114,660;

Addressing the need for new farm management service providers - This proposed funding will address needs in the agricultural service provider workforce by creating and teaching courses for UNH undergraduate students at the Durham campus. New and innovative educational methods will be coupled with hands-on applications to build excitement and allow the students to apply their knowledge and experience success. The first half of a semester long course will build foundational skills in farm financials and financial analysis. The second half will apply these skills by working with a New Hampshire farm. $21,318;

Supporting new farmers with their business management – New farmers need an area seeking assistance with all aspects of business management. Getting started on the right foot is critical to their success. This proposed funding will support UNH Extension staff in aggregating educational resources on their website, promoting existing education and helping develop new programs, as well as develop systems to identify and communicate with new farmers to spread awareness of the economic resources available to them. $26,103;

Supporting NH farmers with record keeping education -Recordkeeping is continually cited as one of the greatest challenges involved in farming as well as in participating in many state and federal programs, including crop insurance. Recognizing the increasing need for accurate recordkeeping alongside farmers' desires to develop tools and strategies that improve recordkeeping efficiency, this proposed funding will support the development of a video series and supplemental learning materials that bring clarity and streamline the process of farm recordkeeping. The videos will be freely available to all farmers and utilize a peer to peer learning system highlighting best practices in farm recordkeeping. $26,228;

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

Respectfully submitted,

Shawn N. Jasper
Commissioner

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

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

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **9/30/26**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.

C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Agriculture Industry Support and Education Program**

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

State Project Administrator

Name: Joshua Marshall
Address: NH Department of Agriculture
PO BOX 2042
Concord, NH 03302
Phone: 603-271-3688

Campus Project Administrator

Name: Gretchen Swain
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd.
Durham, NH 03824
Phone: 603-862-1942

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

State Project Director

Name: Joshua Marshall
Address: NH Department of Agriculture
PO BOX 2042
Concord, NH 03302
Phone: 603-271-3688

Campus Project Director

Name: SETH WILNER
Address: COOPERATIVE EXTENSION
TAYLOR HALL
DURHAM, NH 03824
Phone: 603-863-9200

Campus Authorized Official KJ
Date 10/28/24

F. Total State funds in the amount of $727,909 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

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

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

G. Check if applicable

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

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

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

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

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

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen
Title: Manager, Sponsored Programs Administration
Signature and Date: Karen Jensen 10/28/24

By An Authorized Official of:
Department of Agriculture, Markets, and Food

Name: Shawn N. Jasper
Title: Commissioner
Signature and Date: 10/30/24

By An Authorized Official of: the New Hampshire Office of the Attorney General

Name: Jessica King
Title: Senior Assistant Attorney General
Signature and Date: Jessica A King 11/6/24

By An Authorized Official of: the New Hampshire Governor & Executive Council

Name:
Title:
Signature and Date:

Campus Authorized Official KJ
Date 10/28/24

EXHIBIT A

A. Project Title: Agriculture Industry Support and Education Program

B. Project Period: Upon Governor and Council Approval - September 30, 2026

C. Objectives:

Through multiple projects providing direct services and education for New Hampshire farmers, address critical needs needs in New Hampshire's agriculture industry that benefit producers, consumers, and the environment.

D. Scope of Work:

Project 1 - 00FRF602GS1806A - Updating the Soil Testing Database: Weather events and changing climate have increased the rates of soil erosion, nutrient leaching, and pest outbreaks hindering the ability of farmers to establish sustainable, profitable businesses. Modern soil test analysis is a tool that can help address these challenges by providing farmers with data to drive decisions, helping them adapt and building resilience for their farms.

The current UNH Soil Testing database is old and lacks the capabilities to address and provide data our modern agricultural producers need. More specifically, it is unable to integrate with modern soil health assessment tools, generate precise nutrient recommendations tailored to specific post-disaster conditions, or provide real-time data for rapid decision-making. This project will address these needs and provide increased impact to New Hampshire farmers. $179,534

Project 2 - 00FRF602GS1808A - Increasing Farm Reslilience & Viability: The allocation of disaster relief funds for weather related crop loss in 2023 affirmed what many agricultural service providers previous believed, farmers lack record keeping systems that produce critical data to make management decisions. This lack of data impacts key areas including farm financials, taxes, business structures, yields, market channels, and legal topics. Specifically, which enterprises make and lose money, how to legally protect farms, tax implications of decisions, how to utilize business structures, retirement planning to inform succession planning, and farm transfer. This project will address those needs through direct services to farmers in the relevant areas of need. $360,066

Project 3 - 00FRF602GS1809A - Agricultural Equipment Education: This project will support the UNH Extension Women in Agriculture program to purchase a tractor, trailer, and appropriate accessories to form a complete mobile teaching unit to benefit the whole of Extension programming. On-demand access to equipment gives Extension the ability to immediately respond to training and workforce development needs that exist in the agricultural community. $114,660

Project 4 - 00FRF602GS1810A - Addressing the Need for New Farm Management Service Providers: This project will address needs in the agricultural service provider workforce by creating and teaching courses for UNH undergraduate students at the Durham campus. New and innovative educational methods will be coupled with hands-on applications to build excitement and allow the students to apply their knowledge and experience success. The first half of a semester long course will build foundational skills in farm financials and financial analysis. The second half will apply these skills by working with a New Hampshire farm. $21,318

Campus Authorized Official KJ
Date 10/28/24

Project 5 - 00FRF602GS1811A - Supporting New Farmers with Their Business Management: New farmers need an area seeking assistance with all aspects of business management. Getting started on the right foot is critical to their success. This project will support UNH Extension staff in aggregating educational resources on their website, promoting existing education and helping develop new programs, as well as develop systems to identify and communicate with new farmers to spread awareness of the economic resources available to them. $26,103

Project 6 - 00FRF602GS1812A - Supporting NH Farmers with Record keeping Education: Recordkeeping is continually cited as one of the greatest challenges involved in farming as well as in participating in many state and federal programs, including crop insurance. Recognizing the increasing need for accurate recordkeeping alongside farmers' desires to develop tools and strategies that improve recordkeeping efficiency, this project will support the development of a video series and supplemental learning materials that bring clarity and streamline the process of farm recordkeeping. The videos will be freely available to all farmers and utilize a peer to peer learning system highlighting best practices in farm recordkeeping. $26,228

All projects will be subject to additional provisions attached as Exhibits C - N

E. Deliverables Schedule:

Quarterly reports providing project progress are due three weeks following the end of each quarter or on a schedule in which the garnt adminisrator provides.

F. Budget and Invoicing Instructions:

1. The Campus shall be reimbursed by DAMF based on budgeted expenditures described herein.

2. The Campus shall submit invoices to DAMF on regular Campus invoice forms no more frenquently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period. Invoices will be separated by project number identified in Exhibit A paragraph D, Scope of Work.

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

4. DAMF's obligation to compensate the Campus under this Agreement shall not exceed the price limitation set forth in section F of this Agreement. This shall be contingent upon continued federal funding and program performance. F

Campus Authorized Official KJ
Date 10/28/24

EXHIBIT B

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

Special Federal provisions are listed here: ☐ None or **Uniform Guidance issued by the Office of Management and Budget (OMB) in lieu of Circulars listed in paragraph above.** .

Campus Authorized Official KJ
Date 10/28/24

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 DAMF reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

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

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

4. 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 the law.

5. 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.

6. COPELAND ANTI-KICKBACK ACT

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

Campus Authorized Official KJ
Date 10/28/24

EXHIBIT D

Drug-Free Workplace

The Campus identified in Section 1.3 of the Project Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Campus's representative, as identified in Sections 1.11 of the Project Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Campus (and by inference, sub-recipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Campus (and by inference, sub-recipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. The subrecipient using this form should send it to:

NH Department of Agriculture, Markets, and Food
1 Granite Place, Suite 211
Concord, NH 03301

(A) The Campus certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Campus's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;
(2) The Campus's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

Campus Authorized Official KJ
Date 10/28/24

EXHIBIT E

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

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

University of New Hampshire

Campus Name | Period Covered by this Certification

Karen Jensen
Director Pre-Award Compliance

Name and Title of Authorized Campus Representative

Karen Jensen | 10/28/24

Campus Representative Signature | Date

Campus Authorized Official KJ
Date 10/28/24

EXHIBIT F

Lobbying

The Campus 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 Campus'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 State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA")

Contract Period: 11/1/2024 – 8/31/2026

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Campus or sub-Campus).

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Campus or sub-Campus), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-l.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Karen Jensen — Director Pre-Award Compliance

Campus Representative Signature — Campus's Representative Title

Univeristy of New Hampshire — 10/28/24

Campus Name — Date

Campus Authorized Official KJ

Date 10/28/24

EXHIBIT G

Debarment

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

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

Instructions for Certification

(1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.

(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the GOFERR determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

(3) The certification in this clause is a material representation of fact upon which reliance was placed when GOFERR determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GOFERR may terminate this transaction for cause or default.

(4) The Grantee shall provide immediate written notice to GOFERR, to whom this Grant is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

(6) The Grantee agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by GOFERR.

(7) The Grantee further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by GOFERR, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

Campus Authorized Official KJ
Date 10/28/24

EXHIBIT H

(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 (l)(b) of this certification; and

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

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

Karen Jensen — Director Pre-Award Compliance

Grantee Representative Signature — Grantee's Representative Title:

Karen Jensen — 10/28/24

Print Grantee Name — Date

Campus Authorized Official KJ

Date 10/28/24

EXHIBIT I

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.

Karen Jensen	Director Pre-Award Compliance
Grantee Representative Signature	Grantee's Representative Title
Karen Jensen	10/28/24
Grantee Name	Date

Campus Authorized Official KJ
Date 10/28/24

EXHIBIT J

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

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

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

Karen Jensen — Director Pre-Award Compliance

Grantee Representative Signature — Grantee's Representative Title

Karen Jensen — 10/28/24

Grantee Name — Date

Campus Authorized Official KJ
Date 10/28/24

EXHIBIT K

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.

UNH (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by GOFERR with federal ARPA funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by GOFERR, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Campus Authorized Official KJ

Date 10/28/24

EXHIBIT L

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from GOFERR. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by GOFERR upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of GOFERR, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by GOFERR including installment payments on account after such 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 GOFERR).

Karen Jensen — Director Pre-Award Compliance

Grantee Representative Signature — Grantee's Representative Title

Print Grantee Name: Karen Jensen — Date 10/28/24

Campus Authorized Official KJ

Date 10/28/24

EXHIBIT M

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

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), GOFERR must report the following information for any grant award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS # or UEI #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

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

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

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

Karen Jensen	Director Pre-Award Compliance
(Grantee Representative Signature)	(Grantee Representative Title)
Karen Jensen	10/28/24
(Grantee Name)	(Date)

Campus Authorized Official KJ
Date 10/28/24

EXHIBIT N

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 UEI number for your entity is: GBNGC495XA67

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X 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: ____

Campus Authorized Official KJ
Date 10/28/24