



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

68

48

October 30, 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 White Mountain Community College (VC #216952), Berlin, NH in the amount of \$3,495,000 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) in order to support the improvement of the nursing and early childhood development programs at White Mountain Community College, effective upon approval by Governor and Executive Council through June 30, 2026. This is an allowable use of ARPA SFRF funds under Section 602(c)(1)(C) for provision of government services to the extent of the reduction in revenue. 100% Federal Funds.

Funds are available as follows:

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

072 - 500575 Grants Federal

FY2025
\$ 3,495,000

EXPLANATION

This award will fund several capital improvement initiatives at White Mountain Community College (WMCC) campus in Berlin. First, this funding will be used for the renovation of the science and nursing lab space on campus. This lab was built in the 1970s and is in dire need of update and modernization. These funds would be used in making infrastructure improvements to the building and an investment in new, modern equipment. This will allow WMCC to increase the capacity of the nursing program and allow graduates to be better prepared for their future careers.

Second, this funding will be used to invest in the renovation of three classrooms on campus that will be used to provide childcare through early education programs. The City of Berlin received a sizable Community Development Block Grant for the Boys & Girls Clubs of Central and Northern New Hampshire to renovate three classrooms on campus, to be used to provide childcare for children ages infant through preschool. Funding from this award will be used to furnish and equip those classrooms and construct a playground suitable for these age groups.

Funds for this award are made available through ARPA SFRF funding that has been reallocated from programs that did not expend their entire award amount.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "T. Caswell", with a stylized initial "T" and "C".

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.

<b>1.1. State Agency Name</b> Governor's Office for Emergency Relief and Recovery (GOFERR)		<b>1.2. State Agency Address</b> 1 Eagle Sq. Concord, NH, 03301	
<b>1.3. Grantee Name</b> White Mountain Community College		<b>1.4. Grantee Address</b> 2020 Riverside Dr., Berlin, NH 03570	
<b>1.5. Grantee Phone #</b> 603-752-1113	<b>1.6. Account Number</b> 01-02-002-020210-24890000	<b>1.7. Completion Date</b> June 30, 2026	<b>1.8. Grant Limitation</b> \$ 3,495,000
<b>1.9. Grant Officer for State Agency</b> Michele Z. Thibault		<b>1.10. State Agency Telephone Number</b> 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."			
<b>1.11. Grantee Signature 1</b> <i>[Signature]</i>		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Mark Rubinstein - Chancellor	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> <i>[Signature]</i>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Taylor Caswell, Executive Director	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: <i>Shari Phillips</i> Assistant Attorney General, On: 10/29/2024			
<b>1.16. Approval by Governor and Council (if applicable)</b>			
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").

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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,
- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. 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.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. 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.
- 9.6. 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.
- 9.7. **CONDITIONAL NATURE OF 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.
10. **EVENT OF DEFAULT; REMEDIES.**
- 10.1. 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"):
- 10.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 10.1.2 Failure to submit any report required hereunder; or
- 10.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 10.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 10.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 10.2.1 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
- 10.2.2 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 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
- 10.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
11. **TERMINATION.**
- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. **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

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- 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.

*Mark Robinson*

*M.R.*

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**GRANT AGREEMENT EXHIBIT A**  
**Special Provisions**

**1. 13. 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 & Suspension Certification

**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 (SLFRF) (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 is part of the Community College System of New Hampshire, which has a UEI of M529CN2JZMN5. Grantee, through Grantee's parent organization, shall maintain an active UEI during the period of performance of this award. Grantee shall notify the State if any changes occur to Grantee's UEI or other information reflected in 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 in 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:** sfields@ccsnh.edu

**Grantor:** Michele.Z.Thibault-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, Grantee shall be assigned a risk level which will determine the cadence of compliance monitoring. 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, reviews of performance results.

## 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. EXPIRATION OF AWARD

Any portion of the Award not expended by Grantee for allowable costs by June 30, 2026, shall lapse and not be paid or shall be returned to the State.

**10. INDIRECT COSTS**

Grant fund shall not be used for indirect costs.

**11. CLOSEOUT**

**11.1** Within 120 days of the Completion Date, Grantee shall produce a final accounting of all grant-funded project expenditures, all outstanding subrecipient monitoring documentation and reports, and shall produce any additional documentation requested by the State.

**11.2** Within 120 days of the Completion Date, Grantee shall provide the State with a final report detailing the impact of these projects. Such details shall include, but not be limited to:

- the number of additional nursing students admitted due to the expanded lab facilities,
- a description of the educational impact of the expanded facilities,
- the number of children served by the new childcare facilities,
- what percentage of those children are from households at less than 80% AMI,
- how many early education students are participating in the childcare program, and
- how, if at all, it has been incorporated into Grantee's early education curriculum.

**GRANT AGREEMENT EXHIBIT B**  
**Scope of Services**

**1. ALLOWABLE USES**

Grantee shall use funds for two capital improvement and modernization initiatives at the White Mountain Community College campus in Berlin:

- Funding shall be used to renovate the campus's science and nursing lab and purchase new, modern equipment. This facility was constructed in the 1970s and is in dire need of modernization. With these upgrades, Grantee intends to increase the capacity of its nursing program. These funds will be supplementing Congressionally Directed Spending received through Senator Shaheen's office.
- Funding shall be used to furnish and equip three classrooms which are being repurposed for childcare and to construct a playground suitable for children under kindergarten age. This childcare center will be operated by the Boys and Girls Clubs of Central New Hampshire in conjunction with Grantee's early education program. The center will accommodate thirty-nine children, with a minimum of twenty slots reserved for children from low- and moderate-income families. These funds will be supplementing a Community Development Block Grant (CDBG) received by the Boys and Girls Clubs of Central New Hampshire through the city of Berlin, which was approved by Governor and Executive Council on January 10, 2024 (item #29).

**2. OTHER FUNDING SOURCES**

Grantee shall use these funds in accordance with the requirements, including any cost-matching or sharing requirements, associated with CDBG and Congressionally Directed Spending.

**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 216952.

**2. BUDGET**

The State will pay the Grantee, the sum of \$3,495,000 (the Grant Amount) for expenses incurred to as set out in the following budget:

<b>Proposed Use of Funds</b>	<b>Budget</b>	<b>Specific Uses</b>
Capital improvements to Nursing Program instructional space	\$3,400,00	Renovations to Nursing Program instructional space at the Berlin campus of White Mountains Community College.
Childcare Services	\$95,000	For the Boys and Girls Club to furnish and equip 3 classrooms at White Mountains Community College to provide childcare services for 39 children
<b>Program total:</b>	<b>\$3,495,000</b>	

Changes to the above budget within the Grant Amount may be made with the written approval of the Grant Officer or their designee.

**3. PAYMENTS**

- 3.1 Payment shall be made on a reimbursement basis.
- 3.2 Specifically, Grantee shall submit monthly reimbursement requests to the State for all eligible expenses incurred in the previous calendar month. The first reimbursement request shall include all eligible expenses incurred prior to Governor and Counsel approval of this Award for which Grantee is seeking reimbursement.
- 3.3 The State may, at its sole discretion, request supporting documentation for any expenses. Such documentation includes, but is not limited to, receipts, invoices, canceled checks or other evidence of actual payment, and payroll records. The State may refuse reimbursement for any expense which cannot be adequately supported with documentation.
- 3.4 The decision of the Grant Officer as to the eligibility of any expense or the adequacy of any supporting documentation shall be final.
- 3.5 Periodic payment requests shall be submitted to:

Michele Z. Thibault  
Michele.Z.Thibault-G@goferr.nh.gov

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**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 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.

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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.

*Mark Rubinstein*

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Grantee Representative Signature  
Title: Chancellor

Grantee's Representative

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Mark Rubinstein  
Print Grantee Name

10/24/2024  
Date

9 *me*

10/24/2024

Certificate of Authority

I, Kathy Bogle-Shields hereby certify that I am the duly elected Chair of the Board of Trustees (Board) of the Community College System of New Hampshire, a body politic and corporate ("the Corporation"). Pursuant to New Hampshire RSA 188-F:6, XI-XIII-a, the Trustees are authorized to bind the Corporation for contractual obligations. Pursuant to New Hampshire RSA 188-F:6, XIX, the Board is further empowered to delegate their authority to bind the Corporation for contractual obligations to others. By Board Policy 230 (Chancellor) and 431 (Trustee Delegation of Authority) (attached) the Board have delegated its authority to bind the Corporation for contractual obligations to the Chancellor of the Corporation.

I further certify that as the result of the unanimous vote taken on June 30, 2021, Dr. Mark Rubinstein was appointed to serve as Chancellor of the Corporation. As Chancellor, Dr. Rubinstein hold all the powers and authority delegated to him by the Board and Board Policies, including, but not limited to, the authority to bind the Corporation for contractual obligations.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person identified above currently occupies the position indicated and that they have full authority to bind the Corporation. This authority shall remain valid for not less than thirty (30) days from the date of this certificate.

DATED: 10/24/2024

ATTEST: Katharine Bogle Shields  
Katharine Bogle Shields, Notary Public, State of New Hampshire, Commission Expires 12/31/2024

