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**Caitlin D. Davis**
Commissioner

**Richard K. Sala**
Deputy Commissioner

JAN 07 2026

STATE OF NEW HAMPSHIRE
**Department of Education**
**25 Hall Street**
**Concord, NH 03301**
**TEL. (603) 271-3495**

November 21, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into an interagency **sole source** grant agreement with the New Hampshire Department of Corrections, Concord, NH (Vendor Code 177896) in the amount of $120,000 to assist in the operation of approved Career and Technical Education (CTE) programs effective upon Governor & Council approval through September 30, 2026. 100% Federal Funds.

Funds to support this request are available in Fiscal Years 2026 and 2027 with the authority to adjust budget line items within the price limitation and encumbrances between Fiscal Years through the Budget Office if needed and justified.

06-56-56-562010-40260000 CTE VOC ED-Federal

| Fiscal Year | Class/Account | Class Title | Total |
|---|---|---|---|
| 2026 | 085-588546 | Interagency XFR Out of Fed FN | $90,000 |
| 2027 | 085-588546 | Interagency XFR Out of Fed FN | $30,000 |
| | | Total | $120,000 |

## EXPLANATION

The New Hampshire Department of Education (NHED) is requesting a **sole source** grant agreement with the New Hampshire Department of Corrections (NHDOC), as they are the only entity providing career and technical programming to individuals in State institutions, State correctional facilities, or juvenile justice facilities and eligible to receive funding

through The Strengthening Career and Technical Education for the 21st Century Act grant (Perkins V).

Under Section 112(a)(2)(A) of Perkins V, each State must allow for a grant award of up to but not more than 2% of the State's Perkins V allocation "to serve individuals in State institutions."

NHED monitors NHDOC's use of Perkins V program funds and notes continued improvement of their use of funds at the three correctional facilities in New Hampshire. In Program Year 2025-2026, there are 714 individuals participating in CTE programs within the NHDOC. There are 505 at the Men's Facility in Concord, 170 at the Women's Facility in Concord, and 39 at the facility in Berlin. NHDOC CTE programs include Cosmetology, Automotive Technology, Building Trades, Business, Computer/Technology, Culinary Arts, Barbering, Manufacturing, Graphic Design, and Introduction to the Workforce. These funds support programming to ensure that these individuals have training and skills in fields that are needed in the community.

NHDOC provides these programs to individuals to assist in decreasing recidivism and ensure the attainment of an industry recognized credential within career and technical programs of study.

Respectfully Submitted,

Caitlin D. Davis
Commissioner of Education

# 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**<br>New Hampshire Department of Education | | **1.2. State Agency Address**<br>25 Hall Street<br>Concord, NH 03301 | |
| **1.3. Grantee Name**<br>New Hampshire Department of Corrections | | **1.4. Grantee Address**<br>105 Pleasant St. Concord 03301 | |
| **1.5 Grantee Phone #**<br>(603)271-1871 | **1.6. Account Number**<br>See Exhibit C | **1.7. Completion Date**<br>9/30/2026 | **1.8. Grant Limitation**<br>$120,000.00 |
| **1.9. Grant Officer for State Agency**<br>Jeffry W. Beard | | **1.10. State Agency Telephone Number**<br>(603)892-4131 | |
| 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**<br>11.19.25 | | **1.12. Name & Title of Grantee Signor 1**<br>William H. Hart, Commissioner of Corrections | |
| **Grantee Signature 2** | | **Name & Title of Grantee Signor 2** | |
| **Grantee Signature 3** | | **Name & Title of Grantee Signor 3** | |
| **1.13 State Agency Signature(s)**<br>12/17/2025 | | **1.14. Name & Title of State Agency Signor(s)**<br>Caitlin D. Davis, Commissioner of Education | |
| **1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)**<br>**By:** Elizabeth Brown, Attorney | | **Assistant Attorney General, On:** 12 / 17 / 2025 | |
| **1.16. Approval by Governor and Council (if applicable)**<br>**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, 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.

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 entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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



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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 intend 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.



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**Exhibit A**

**Special Provisions**

**Additional Exhibit D**

**Federal Certification 2 CFR**

In accordance with 2 CFR § 200.415, the Grantee shall ensure that all annual and final fiscal reports, and all vouchers or other requests for payment submitted under this Agreement, include the following certification, signed by an official authorized to legally bind the Grantee:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise, pursuant to U.S. Code Title 18, Section 1001, and Title 31, Sections 3729–3730 and 3801–3812."

The Grantee shall designate an authorized official with legal authority to bind the organization for purposes of executing such certifications. The Grantee acknowledges and agrees that submission of reports or requests for payment without the above certification, or with knowledge of falsity or omission, shall constitute a material breach of this Agreement and may result in remedies including, but not limited to, suspension of payments, disallowance of costs, termination, or referral for civil or criminal enforcement.

Grantee shall be reimbursed for allowable and documented costs when they are incurred. No advance payments will be made. New Hampshire Department of Education (NHED) may impose additional conditions (2 CFR 200.332(i), 2 CFR 200.208(b)(2) and (c)(3)) or take enforcement actions (2 CFR 200.339) which may delay and/or reduce reimbursement amounts. Reimbursement is not guaranteed unless NHED has approved the activity.

The Grantee shall submit a complete and accurate Certificate of Federal Expenditure worksheet no later than December 31st of each year to the NHED which will include any expenditures under this grant incurred in the prior fiscal year. A copy of the worksheet will be provided to each Grantee by the NHED in September of each fiscal year.

This award is subject to the contents of both the current version of NHED's General Assurances, Requirements and Definitions for Participation in Federal Programs



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document and the FY26 Federal Program Assurances as executed by the party that may legally bind the grantee listed in Block 2 above. Acceptance of this award and its related terms and conditions, is acknowledged by the grantee when reimbursement of funds is requested.

The federal awarding agency, Inspectors General, the Comptroller General of the United States, and the NHED shall have the right of access to any documents, papers, or other records of the Grantee which are pertinent to this subaward, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents.

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F, monitoring procedures may include, but not be limited to, on-site visits by NHED staff, limited scope audits, and/or other procedures. Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the NHED. In the event the NHED determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by NHED staff to the Grantee regarding such audit.

The Grantee shall permit the NHED access to records and financial statements as necessary for audits and monitoring during the records retention period for three years after the completion of the subaward in accordance with 2 CFR 200.334.



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**Exhibit B**

**Scope of Work**

**Subaward**

Primary Award to New Hampshire Department of Education by United States Department of Education
Grant Program Name: Career and Technical Education- Basic Grants to States
CFDA#: 84.048A
FAIN: 25E55EP000022
Grant Description: Career and Technical Education - Basic Grants to States
Budget Period: Upon Approval by Governor and Council to September 30, 2026
Subaward Amount: $120,000

NHDOC will use Federal Strengthening Career and Technical Education for the 21st Century (Perkins V) funds to:

- Provide CTE programming in the New Hampshire State Prison for Men (NHSP-M), New Hampshire State Prison for Women (NHSP-W) in Concord, and the Northern New Hampshire Correctional Facility (NNHCF) in Berlin in the following program areas: culinary arts, cosmetology, nail technician and barbering, building construction trades, auto mechanics/tech, business, graphic design, manufacturing technology, and/or computer networking and programming.
- Provide career exploration and career development experiences for participants, including providing information about jobs available to individuals upon release.
- Provide, within CTE programming, the skills necessary to pursue careers in in-demand industry sectors employing formerly incarcerated individuals.
- Purchase supplies, materials, and equipment to enable instructors and participants to practice technical skills needed for future employment.
- Purchase computers, textbooks, subscriptions and other instructional items to provide up-to-date information about essential skills and knowledge for participants related to career development and exploration.
- With a frequency based on a risk assessment conducted by NHED, agree to regular program monitoring
- Provide the opportunity for incarcerated individuals to receive an industry recognized credential and/or post-secondary credit.



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**Exhibit C**

**Method of Payment**

| Budget Category | Budget |
|---|---|
| Books, Periodicals, Subscriptions | $42,282.19 |
| Contracts for Program Services | $5,000.00 |
| Employee Training | $5,400.00 |
| Equipment | $1,940.00 |
| Supplies | $25,523.81 |
| Technology Hardware | $36,104.00 |
| Technology Software | $3,750.00 |
| Total | $120,000.00 |

- Submit monthly invoices for reimbursement to the New Hampshire Department of Education including invoices, contract documents, training confirmations, and/or related backup documentation for the line items included in the budget outlined in Table 1 above, including a final report submitted on or before November 15, 2026 at the end of the grant period.
- Prior to payment of the final invoice for this grant award period, provide an annual report detailing performance through August of 2026 including the following:
    1.) Number of participants in CTE for the three facilities for the preceding 12 months.
    2.) Number of participants during the preceding 12 months who earned an industry-recognized credential associated with one or more of the CTE programs listed in the first bullet point of this exhibit.
    3.) Any emerging program needs or trends related to costs unique to the provision of CTE in correctional facilities, as determined by regular communication with the Grant Officer for NHED and NHDOC.

**Limitation on Price:**
Upon mutual agreement between the state grant officer and the grantee line items in this budget may be adjusted, one to another, if needed and justified, but in no case shall the total budget exceed the price limitation of $120,000. To be binding on the state, such adjustments of budget line items must be memorialized in writing, executed by the Contracting Officer and approved by the Commissioner.



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**Funding Source:**

Funds to support this request are available in Fiscal Years 2026 and 2027 upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust budget line items within the price limitation and encumbrances between Fiscal Years through the Budget Office if needed and justified.

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| Fiscal Year | Class/Account | Class Title | Total |
|---|---|---|---|
| 2026 | 085-588546 | Interagency XFR Out of Fed FN | $90,000 |
| 2027 | 085-588546 | Interagency XFR Out of Fed FN | $30,000 |
| Total | | | $120,000 |

**Method of Payment:**

Payment will be made upon submittal of monthly invoices that are received by the 10th day of the following month submitted via email to cte@doe.nh.gov. Invoices must include a cover sheet, a line item worksheet detailing the monthly expenses, and documentation of expenses including but not limited to payroll and receipts. The final invoice is due within 45 days of the end of the program year.



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## Exhibit D

## Grantee Obligations

Grants in excess of the simplified acquisition threshold (currently set at $250,000) must address **administrative, contractual, or legal remedies** in instances where the Grantee violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this contract.

The Grantee, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

### Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Grantee and subcontractor as provided in 29 C.F.R. § 5.12.

### Fraud and False Statements

The Grantee understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Grantee represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Grantee and any company that the Grantee represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

### Environmental Protection

(This clause is applicable if this Grant exceeds $150,000. It applies to Federal-aid contracts only.) The Grantee is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.



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**Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Federal Debarment and Suspension**

a. By signature on this Grant, the Grantee certifies its compliance, and the compliance of its Sub-Grantee, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

    1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

    2. Does not have a proposed debarment pending;

    3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

    4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Grantee or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Grantee or its Sub-Contractor shall be declared ineligible to enter into Grant or participate in the project.

c. Where the Grantee or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Grantee or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Grant.

d. The Grantee shall provide immediate written notice to the NHED if, at any time, the Grantee or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.



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**Anti-Lobbying**

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

The Grantee certifies, by signing and submitting this grant, to the best of his/her knowledge and belief, that:

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal 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, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (http://www.whitehouse.gov/omb/grants/sfllin.pdf)

c. 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 and entering into this transaction imposed by Section 1352, Title 31 and 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.

d. The Grantee also agrees, by signing this grant that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The NHED shall keep the firm's certification on file as part of its original grant. The Grantee shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.



Subrecipient Initials: WRH
Date: 11/19/2025

**Confidentiality**

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Grantee and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information(including the identity of NHED partners), Grantee and supplier information, (including the identity of NHED Grantee and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this agreement the Grantee agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Grantee further agrees that it will always regard and preserve as confidential information/data received during the performance of this agreement. The Grantee will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Grantee.

**Ownership of Intellectual Property**

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Grantee in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Grantee shall not reproduce any materials for purposes other than use for the terms under the agreement without prior written approval from the NHED.



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