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STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

January 11, 2022

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 a **sole source** amendment to an existing sub award (or grant) agreement with New Hampshire Housing Finance Authority (Vender Code 174411), 32 Constitution Drive, Bedford, NH. 03110, to provide emergency rental assistance and housing stability services to eligible New Hampshire households that have lost income or experienced other financial hardship because of the COVID-19 pandemic by increasing the price limitation by \$40,000,000 from \$80,000,000 to \$120,000,000 and extending the completion date from March 31, 2022 to December 31, 2022 effective upon Governor and Council approval through December 31, 2022. This is an allowable use under the Emergency Rental Assistance fund established by Title V, Subtitle A, Section 501(a) Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (ERA1). **100% Federal Funds.**

Funds are available in Fiscal Years 2022 and 2023 as follows, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

01-02-002-020210-Governor's Office for Emergency Relief and Recovery,
 19710000- Emergency Rental Assistance

State FY	Class-Account	Class Title	Amount
2022	072-500575	Grants Federal	\$20,000,000
2023	072-500575	Grants Federal	\$20,000,000
		Total:	\$40,000,000

EXPLANATION

On March 11, 2021, the Governor authorized allocation of \$80,300,000 from the federal funds made available pursuant to ERA1. Since March 15, 2021, the New Hampshire Emergency Rental Assistance Program has been providing financial assistance and housing stability services to eligible that have lost income or experienced other financial hardship because of COVID-19, including the payment of (i) rent; (ii) rental arrears; (iii) utilities and home energy costs; (iv) utilities and home energy cost arrears; and (v)

other expenses related to housing incurred due, directly or indirectly, to COVID-19, as defined by United States Department of Treasury.

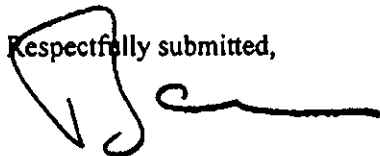
Pursuant to a sole source subaward agreement, New Hampshire Housing Finance Authority is responsible for administration of the New Hampshire Emergency Rental Assistance Program (NHERAP), in collaboration with the GOFERR.

On March 11, 2021, Section 3201(h) of the H.R. 1319 extended the availability of Emergency Rental Assistance Funds under Section 501(e) of subtitle A of the Title V of Division N of the Consolidated Appropriations Act, 2021 (ERA1) from December 31, 2021 to September 30, 2022. This amendment will allow NH Housing to continue to use ERA1 funds to provide financial assistance to New Hampshire households throughout the life of the federal program.

The overall budget includes a cap on indirect administrative costs of 7.5% for the service agencies and 1% for New Hampshire Housing Finance Authority (NHHFA) and the agreement will have a termination date of December 31, 2022.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Taylor Caswell', with a long horizontal flourish extending to the right.

Taylor Caswell,
Executive Director, GOFERR

GOFERR COVID-19 Grant Agreement

NEW HAMPSHIRE EMERGENCY RENTAL ASSISTANCE PROGRAM

Grant Agreement Amendment #1

The State of New Hampshire Governor's Office for Emergency Relief and Recovery (GOFERR) and the New Hampshire Housing Finance Authority (NHHFA or Grantee) hereby mutually agree to amend the Grant Agreement previously entered into to increase the Price Limitation and extend the Completion Date to use grant funds from the Emergency Rental Assistance fund established by Title V, Subtitle A, Section 501(a) Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (hereinafter referred to as "Section 501") provided by and subject to the terms of the award from the United States Department of Treasury, CFDA number 21.023, FAIN Nos. ERA0012 and ERA0435, for which Grantee has not received payment or reimbursement from any other source, as defined in the original Grant Agreement.

Wherefore the Grant Agreement is amended as follows:

1. Amend Paragraph 1.7 of the Grant Agreement (Page 1) by extending the Completion Date from March 31, 2022 to December 31, 2022.
2. Amend Section 1.8 of the Grant Agreement (Page 1) by increasing the Price Limitation by \$40,000,000.00 from \$80,000,000.00 to \$120,000,000.00.
3. Amend all references to "March 31, 2022" in the Grant Agreement, striking that date and inserting "December 31, 2022."
4. Amend Paragraph 7 of the Grant Agreement (Page 8) by striking "December 31, 2021" and inserting "September 30, 2022."
5. Amend Paragraph 27 of the Grant Agreement (Page 12) by striking "January 31, 2022" and inserting "January 31, 2023" and striking "December 31, 2021" and inserting "December 31, 2022."
6. All other provisions of the Grant Agreement, executed on March 9, 2021 shall remain in full force and effect.

1.11 Grantee Signature: Designated Signing Authority

Signature

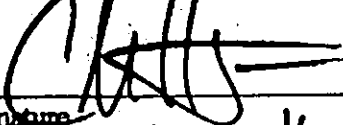
Print Name: Robert B. Dapice

Date: Jan 5, 2022

Title: Executive Director and CEO

Initials RD Date 1-5-22 Page 1 of 2

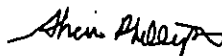
1.12. State of New Hampshire Signature:



Signature
Print Name: Chase Hazaman

Date: 01/11/22
Title: Deputy Director,
GOFER

1.13. Approved as to form substance and execution NH Department of Justice:



Signature Date: 1/12/2022
Print Name: Sheri Phillips Title: Assistant Attorney General

1.14. Approved by New Hampshire Governor and Council: _____ Date: _____



**NEW HAMPSHIRE
HOUSING**

DELEGATION OF AUTHORITY

January 5, 2022

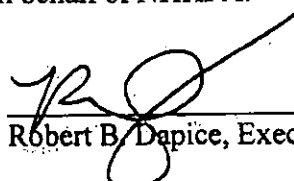
To Whom It May Concern:

I, Robert B. Dapice, currently serve as New Hampshire Housing Finance Authority's (NHHFA) Executive Director. I am a designated "officer" of NHHFA and have authorization to execute documents related to implementation of programs administered through NHHFA as outlined in NHHFA's Operating Policies as noted below:

The Authority's Operating Policies last revised and approved by the Board of Directors on 2/2021, provide the Executive Director with the authority to "sign any and all documents necessary or convenient to implement any activity that is delegated to the Executive Director". These policies also state that "The Executive Director is authorized to execute any and all documents necessary for the conduct of Authority business..."


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

1/5/2022
Date


Robert B. Dapice, Executive Director

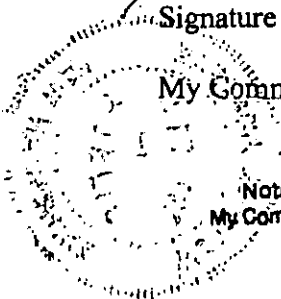
State of New Hampshire
County of Hillsborough

Signed and affirmed before me on January 5, 2022, by Robert B. Dapice


Signature of Notary/Justice of the Peace

My Commission Expires:

BARBARA A. RUSH
Notary Public - New Hampshire
My Commission Expires February 3, 2026



NEW HAMPSHIRE HOUSING FINANCE AUTHORITY

32 Constitution Drive, Bedford, NH 03110
Mail: PO Box 5037, Manchester, NH 03108

603.472.8623
NHHFA.org





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2021

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

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

PRODUCER Clark Mortenson Insurance PO Box 606 Keene NH 03431	CONTACT NAME: Kim Bergeron, CIC, ACSR PHONE (A/C, No, Ext): (603) 352-2121 E-MAIL ADDRESS: kbergeron@clark-mortenson.com	FAX (A/C, No): (603) 357-8491
	INSURER(S) AFFORDING COVERAGE	
INSURED NEW HAMPSHIRE HOUSING FINANCE AUTHORITY PO BOX 5087 MANCHESTER NH 03108	INSURER A: Acadia Insurance Company INSURER B: Lloyd's of London INSURER C: Travelers INSURER D: INSURER E: INSURER F:	
	NAIC # 31325	

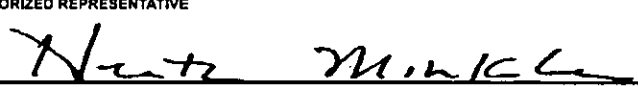
COVERAGES **CERTIFICATE NUMBER:** CL2182080113 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA025347423	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA025439523	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA025439423	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
B	Mortgage Impairment E&O Financial Institution Bond (C: Travelers)			MIC1700034	07/01/2021	07/01/2024	Limit: \$3,000,000 \$1,000,000/\$3,000,000	Deductible: \$5,000 \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation statutory limit for State of NH
 No Officers are excluded from coverage.

CERTIFICATE HOLDER State of New Hampshire Governor's Office of Emergency Relief and One Eagle Square Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR**

CHRISTOPHER T. SUNUNU
Governor

March 12, 2021

Taylor Caswell
Director
Governor's Office of Emergency Relief and Recovery
100 North Main Street, Suite 100
Concord, N.H. 03301

Dear Director Caswell,

Pursuant to my authority under RSA 21-P:43; RSA 4:45; RSA 4:47; and Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20; 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02 and 2021-04 I have approved your written request, in attachment, to take the following actions related to Coronavirus Response and Relief Supplemental Appropriations (CRSSA) Act Emergency Rental Assistance Program Funds:

1. Authority for the Governor's Office of Emergency Relief and Recovery (GOERR) to enter into a grant agreement with New Hampshire Housing Finance Authority (NHHFA) in the amount not to exceed \$80,000,000 to provide emergency rental assistance to residents of new Hampshire impacted by COVID-19. Budgeted consistent with the information in the request in attachment, effective through December 31, 2021. (100% Federal Funds).
2. Authority for GOFERR to incur salary and benefits costs up to \$300,000 in support of the grant agreement with NH HFA. Budgeted consistent with the information in the request in attachment, effective through December 31, 2021. (100% Federal Funds).

The Department of Administrative Services is authorized to take the actions necessary to effectuate this authorization.

Sincerely,

Christopher T. Sununu
Governor

CC Charles Arlinghaus, Commissioner, Department of Administrative Services



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

March 11, 2021

His Excellency, Governor Christopher T. Sununu
State House
Concord, NH 03301

REQUESTED ACTION UNDER RSA 21-P:43; RSA 4:45; RSA 4:47; AND EXECUTIVE ORDER 2020-04, AS EXTENDED BY EXECUTIVE ORDERS 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, AND 2021-02, 2021-04 AND EXTENDED BY EXECUTIVE ORDER 2020-

06

Dear Governor Sununu:

The Governor's Office for Emergency Relief and Recovery (GOFERR) requests authority to enter into a grant agreement with New Hampshire Housing Finance Authority, Bedford, NH, vendor # 174411, in the amount not to exceed \$80,000,000.00 to provide emergency rental assistance to residents of New Hampshire impacted by COVID-19, and \$300,000 for salary and benefit costs incurred by GOFERR in support of the grant agreement with the New Hampshire Housing Finance Authority effective upon your approval through December 31, 2021. 100% Federal Funds.

Funds for this agreement, plus salary and benefit costs are available in FY 2021 as follows:

Table with 3 columns: CLASS, ACCOUNT, AMOUNT. Rows include: 01-02-002-020210 - Governor's Office for Emergency Relief and Recovery - 19710000 - Emergency Rental Assistance; 050 - PERSONAL SERVICE TEMP APPT; 060 - FICA; 060 - HEALTH INSURANCE BENEFITS; 060 - LIFE INSURANCE BENEFITS; 060 - EMPLOYEES RETIREMENT; 060 - DENTAL BENEFITS; 060 - MEDICAL COVERAGE; 072 - GRANTS FEDERAL; TOTAL EXPENSES; SOURCE OF FUNDS; 000 - FEDERAL FUNDS; TOTAL FUNDS.

1 Eagle Square, Concord, New Hampshire 03301
Website: http://www.goferr.nh.gov/ • Email: info@goferrnh.gov
TDD Access: Relay NH 1-800-735-2964

EXPLANATION

The Governor has authorized the allocation of \$80,300,000.00 from federal funds made available pursuant to Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) Emergency Rental Assistance Fund. The New Hampshire Rental Assistance Program will provide financial assistance and housing stability services to eligible households that have lost income or experienced other financial hardship because of the Coronavirus Disease 2019 (COVID-19) outbreak, including the payment of (i) rent; (ii) rental arrears; (iii) utilities and home energy costs; (iv) utilities and home energy costs arrears; and (v) other expenses related to housing incurred due, directly or indirectly, to COVID-19, as defined by United States Department of Treasury. The grant funds must be used for allowable expenses incurred by eligible households between April 1, 2020 and December 31, 2021 unless an extension is allowed and granted by GOFERR in writing.

The New Hampshire Emergency Rental Assistance Program (NHERAP) will be administered by New Hampshire Housing Finance Authority (NHHFA), in collaboration with GOFERR. NHHFA will work with the five regional Community Action Partnerships (CAPs) that will accept and process applications and payments for the program.

NHERAP funds can cover current and past due rent, as well as utility and home energy costs and other allowable expenses for eligible households. This assistance is available retroactive to April 1, 2020 through the date of application, and the applicant may also receive assistance for these same expenses going forward. Households may receive assistance for a total of 12 months, or a total of 15 months as deemed necessary for housing stability.

The sub-grantees selected by NHHFA shall use the funding only to address New Hampshire Emergency Rental Assistance Program allowable costs incurred between April 1, 2020 and December 31, 2021, as allowed under the grant agreement.

Respectfully submitted,



Taylor Caswell
Director, GOFERR

GOFERR Sub-award Grant Agreement

NH Emergency Rental Assistance Program (NHERA Program)

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

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor's Office for Emergency Relief and Recovery

1.2. State Agency Address: 1 Eagle Square, Concord, NH

1.3. Grantee Name: New Hampshire Housing Finance Authority

1.4. Grantee Address: 32 Constitution Dr., Bedford, NH 03110

1.5 Grantee Telephone Number: 603-472-8623

1.6. State Vendor Number: 174411

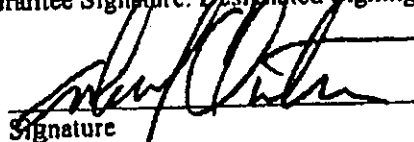
1.7. Completion Date: 3/31/2022

1.8. Grant Amount not to exceed \$80,000,000.00

1.9. Grant Officer for State Agency: Wendy Gilman

1.10. State Agency Telephone Number: (603) 271-7941

1.11. Grantee Signature: Designated Signing Authority



Date: 3/9/2021

Signature
Print Name: Dean J. Christon

Title: Executive Director & CEO

1.12. State of New Hampshire Signature:



Taylor Caswell

Director, GOFERR

Date: 3/9/2021

Signature

Print Name: Taylor Caswell

Title: Executive Director

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State under the Emergency Rental Assistance fund established by Title V, Subtitle A, Section 501(a) Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (hereinafter referred to as "Section 501") provided by and subject to the terms of the award from the United States Department of Treasury, CFDA number 21.023, FAIN Nos. ERA0012 and ERA0435, to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 133, Section 501(c) Division N, more specifically defined as NH Emergency Rental Assistance Program, to New Hampshire residents to provide financial assistance and housing stability services to eligible households that have lost income or experienced other financial hardship because of the Coronavirus Disease 2019 (COVID-19) outbreak, including the payment of (i) rent; (ii) rental arrears; (iii) utilities and home energy costs; (iv) utilities and home energy costs arrears; and (v) other expenses related to housing incurred due, directly or indirectly, to COVID-19, as defined by

Initials DK Date 3/9/21 Page 1 of 24

United States Department of Treasury. The grant funds must be used for allowable expenses incurred by eligible households between March 13, 2020 and December 31, 2021 unless an extension is allowed and granted by GOFERR in writing.

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

3. EFFECTIVE DATE: COMPLETION OF GRANT.

This Agreement, is entered into and authorized by Governor Sununu under his emergency authority pursuant to RSA 4:45 and RSA 21-P and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the GOFERR in paragraph 1.12 ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to March 31, 2022.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

The Grant Amount is identified in paragraph 1.8 and is more particularly described in EXHIBIT B, attached hereto. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Grant, as determined by the GOFERR, the GOFERR shall pay the Grantee the Grant Amount.

The payment by the GOFERR of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. Under this Agreement, however, the GOFERR shall have no liabilities to the Grantee other than the Grant Amount.

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

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

6. RECORDS AND ACCOUNTS.

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

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the

Initials DC Date 2/9/21 Page 2 of 24

Grantee's normal business hours, and as often as the GOFERR, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3 of these provisions

7. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all state and federal personnel and labor laws applicable to its employees.

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

8. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the GOFERR hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the GOFERR be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the GOFERR shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES.

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to perform the Grant satisfactorily or on schedule;
- Failure to submit any report required hereunder;
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

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

Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made

Initials DR Date 3/1/14 Page 3 of 24

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 GOFERR determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the GOFERR, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Emergency Rental Assistance fund established by Title V, Subtitle A, Section 501(a) Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020); and/or

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

10. TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the GOFERR shall entitle the Grantee to retain the portion of the Grant amount earned up to and including the date of termination.

The approval of such a Termination Report by the GOFERR shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the GOFERR as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the GOFERR or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

11. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

12. GRANTEE'S RELATION TO THE GOFERR. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors,

Initials DC Date 3/6/21 Page 4 of 24

and are neither agents nor employees of the GOFERR. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the GOFERR nor are they entitled to any of the benefits, workers' compensation or emoluments provided by the GOFERR to its employees.

13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the GOFERR.

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

15. INSURANCE AND BOND.

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

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

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

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

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

18. AMENDMENT.

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

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State of New Hampshire if required, or by the signing State Agency.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. SPECIAL PROVISIONS. The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

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GRANT AGREEMENT EXHIBIT A

Scope of Allowable Uses of New Hampshire Emergency Rental Assistance Program Grant

1. The New Hampshire Housing Finance Authority, Grantee, will administer the NH Emergency Rental Assistance (NHERA) Program established by the Governor's Office for Emergency Relief and funded through the Emergency Rental Assistance Fund, Section 501. Grantee agrees and covenants that the funds will be used solely for an allowable purpose as defined in the Emergency Rental Assistance fund established by Title V, Subtitle A, Section 501(a) Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020), for which Grantee has not received payment or reimbursement from any other source.

2. It is understood that the GOFERR will make sufficient funds available for emergency rental relief and utility relief from the federal allocation for the program. The administrative costs for the Grantee, not to exceed 8.5%, is included in the total for the program. This cap on administrative costs is a total administrative cost cap that includes 1% reserved for Grantee and 7.5% reserved for Grantee's subawardees. This administrative cost maximum rate will be reviewed after three months to determine if it remains appropriate.

3. **Services to Be Provided:** In coordination with GOFERR, Grantee will be responsible for the planning and design of the emergency housing assistance program to provide financial assistance and housing stability services to eligible New Hampshire residents in rental property that have lost income or experienced other financial hardship because of the Coronavirus Disease 2019 (COVID-19) outbreak, including assistance for the payment of (i) rent; (ii) rental arrears; (iii) utilities and home energy costs; (iv) utilities and home energy costs arrears; and (v) other expenses related to housing incurred due, directly or indirectly, to COVID-19, as defined by United States Department of Treasury that have not been, and are not anticipated to be, reimbursed from other federal, state or local rental assistance or COVID-19 relief from any other source.

3.1 Grantee understands that the GOFERR will make the final decision on approval of the program design.

3.2 Grantee understands that the program design must be in compliance with all federal requirements, and may be subject to change as the Department of the Treasury revises and updates guidance.

3.3 In coordination with GOFERR, Grantee will be responsible for state-wide administration of the NHERA Program including but not limited to coordinating, contracting with and monitoring the work of sub-grantees, agencies and/or service providers to efficiently and effectively accomplish the following; 1) Design and implementation of an outreach, application, and intake process; 2) Determination and documentation of eligibility for program assistance; 3) Determination and documentation of the amount and types of assistance to be provided per tenant household; 4) Determination and documentation of the payee and any related requirements; 5) Avoiding duplication of assistance from all sources of state and federal rental assistance; 6) Recordkeeping, reporting and establishing data privacy and security requirements; and 7) Other activities as needed to fully and fairly administer the program.

4. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a

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template for sub-awards that will be subject to review and approval by GOFERR before use to ensure that sub-awards contain adequate provisions that the funds can only be used for allowable costs under Section 501 and compliance with 2 C.F.R. 200.331 – 200.333 requirements. All sub-awards must be reviewed and approved by GOFERR.

5. Reporting:

5.1 Grantee will work with the GOFERR to support a comprehensive reporting platform and dashboard on the GOFERR website.

5.2 Grantee shall submit bi-weekly reports to the GOFERR grant officer by email or other electronic means subsequently designated by GOFERR to ensure timely program administration and assistance. The bi-weekly reports, the specific elements to be designated by the GOFERR, shall track assistance provided by town and administrative budget expenditures for the prior two-week period.

5.3 Grantee shall provide quarterly reports electronically to the GOFERR grant officer by email or other electronic means subsequently designated by GOFERR detailing the uses of grant funds to date as necessary to comply with federal laws, regulations and guidance. Grantee shall include in such reports expenses and costs related to NHERA for which the grant funds have been used, and shall break down the reporting by residential unit location at the town level for assistance provided.

6. Record Retention: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep, or require to be kept by sub-recipients, detailed records of all services performed in connection with the Grant including all applications for assistance, supporting documents for recommendations and notices of awards. At any time during the Grantee's normal business hours, and as often as the GOFERR, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Contract. The Grantee shall permit the GOFERR, 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, records of personnel, data, and other information relating to all matters covered by this Grant. 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.

7. Estimated Timeline: This is an estimate for the majority of the grant distribution. The starting point is March 15, 2021 and assistance may be retroactively applied to arrears accruing on or after April 1, 2020 through the date of application. Except as specifically provided by GOFERR in writing, in no event can assistance distribution extend beyond December 31, 2021.

8. Administrative Expenses: Grantee shall provide a proposed budget for administrative expenses, which may include direct costs as allowed by 2 CFR 200, Subpart E, Cost Principles. Grantee may not charge or cover indirect costs not allowed under federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of these funds from the U.S. Department of Treasury.

9. Unique entity identifier and System for Award Management (SAM)—Required. Grantee must (i) Be registered in SAM; (ii) provide a valid unique entity identifier; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an

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application or plan under consideration by a Federal awarding agency. EXHIBIT I and J should be returned completed with the executed Grant Agreement, and must be received completed before any disbursement can be made. This requirement must be passed through to sub-recipients.

10. The U.S. Treasury guidance on allowable uses of Emergency Rental Assistance Funds and U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Emergency Rental Assistance Funds are incorporated herein and made part of this Agreement as if set forth in full. The U.S. Treasury may issue subsequent or further guidance on allowable uses of Emergency Rental Assistance Funds. All such changes shall be considered as incorporated into this Agreement.

11. Grantee agrees to establish data privacy and security requirements as required by Section 501(g)(4).

12. Statutes and regulations prohibiting discrimination applicable to this Agreement, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

13. Publications: Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part by, federal award numbers ERA0012 and ERA0435 awarded to the State of New Hampshire by the U.S. Department of the Treasury."

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GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

1. Grantee must be registered with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5w115gw45ho4qvr55awv2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5w115gw45ho4qvr55awv2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.
2. Upon execution of this Agreement, GOFERR will advance to Grantee the sum of \$40,000,000.00, which will be used for initial distributions to community action agencies to cover assistance payments and community action agencies' direct costs and for Grantee's direct costs. At any future time during the term of this Agreement, when at least 75% of an advance payment by GOFERR has been allocated, Grantee will notify GOFERR, which will advance an additional \$40,000,000.00 to Grantee or such other amount as GOFERR deems appropriate, subject to available funds.
3. Grantee will bill for direct costs related to program marketing and oversight, reporting to GOFERR, additional temporary staff to answer questions of potential program recipients, and community action agencies' initial technology upgrades to support program operations. Grantee reimbursement for these costs will not exceed 1% of program expenditures.
4. New Hampshire housing will contract with the state's five community action agencies to provide direct services to NHERAP applicants. This will include receiving and processing applications, making direct payments to landlords and utilities on behalf of clients, related case management services, and required program reporting. The community action agencies will bill to Grantee for their direct costs associated with this work. These costs will be capped at 7.5% of total program expenditures, both individually and in aggregate. This administrative cost maximum rate will be reviewed after three months to determine if it remains appropriate.
5. For the purposes of this Grant Agreement, GOFERR has identified the Grantee as a subrecipient in accordance with 2 C.F.R. 200.331. Additionally, this Grant Agreement has been identified as non-R&D, in accordance with 2 C.F.R. 200.87.
6. Notwithstanding anything to the contrary herein, Grantee agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

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GRANT AGREEMENT EXHIBIT C

Special Provisions

1. Paragraph 11 is amended by adding to the end of the paragraph the following: "Notwithstanding the foregoing, Grantee, sub-awardees, or contractors of Grantee may provide assistance to households for which the Grantee, sub-awardees, or contractors of the Grantee, the State or local government is the landlord provided that the Grantee, sub-awardees, and contractors comply with all provisions of the Section 501, the award terms, and guidance issued by Treasury and that no preferences beyond those outlined in Section 501(a) are given to households that reside in such properties owned by the Grantee, sub-awardees, or contractors of Grantee, State or local government."

Paragraphs 12, 14 and 15 are deleted in their entirety because the Grantee is a public instrumentality of the State entity organized as a body corporate and politic under RSA 204-C:2.

Paragraph 20 is deleted in its entirety and replaced with the following:

"20. THIRD PARTIES. The parties hereto do not intend to create contractual benefits to any third parties and this Agreement shall not be construed to confer any such benefit."

2. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), other than such provisions as Treasury may determine are inapplicable to Emergency Rental Assistance Fund and subject to such exceptions as may be otherwise provided by Treasury, are considered legally binding and enforceable documents under this contract. The GOFERR reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

3. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee's fiscal year ending after December 31, 2021.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to GOFERR within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

4. The direct costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E - Cost Principles.
5. Program and financial records pertaining to this contract shall be retained by the Grantee for 5 (five) years from the date of submission of the final expenditure report as stated in 2 CFR 200.333 - Retention Requirements for Records.
6. The following paragraphs shall be added to the general provisions:

"23. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

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- "24. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."
- "25. COPELAND ANTI-KICKBACK ACT. All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Grantee, subcontractor or 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 GOFERR."
- "26. PROCUREMENT. Grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)"
- "27. CLOSE OUT OF CONTRACT. By January 31, 2022 Grantee shall submit a final report electronically to the GOFERR grant officer by e-mail or other electronic means subsequently designated by GOFERR of the uses of the grant funds through December 31, 2021, and shall break down the reporting by rental location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to GOFERR, by check payable to Treasurer, State of New Hampshire.

GRANT AGREEMENT EXHIBIT D

Drug-Free Workplace

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

Certification Regarding Drug Free Workplace

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

Wendy Gilman
GOFERR
1 Eagle Square
Concord, NH 03301
Wendy.B.Gilman@Goferr.nh.gov

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

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- (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;

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

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

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

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


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

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

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

NEW HAMPSHIRE HOUSING FINANCE AUTHORITY 3/9/2021 - 3/31/2022
 Grantee Name Period Covered by this Certification

DEAN J. CHRISTOPHER EXECUTIVE DIRECTOR
 Name and Title of Authorized Grantee Representative

 3/9/2021
 Grantee Representative Signature Date

DJC 3/9/2021
 Initials Date

GRANT AGREEMENT EXHIBIT E
Lobbying

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

CERTIFICATION REGARDING LOBBYING

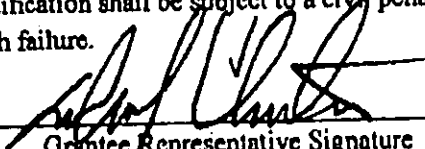
Programs (indicate applicable program covered): Emergency Rental Assistance Fund

Contract Period: February 1, 2021 – December 31, 2021

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

 Grantee Representative Signature	<u>EXECUTIVE DIRECTOR</u> Grantee's Representative Title
<u>AM HUNTS RINCE AUTHORITY</u> Grantee Name	<u>3/9/2021</u> Date

GRANT AGREEMENT EXHIBIT F
Debarment

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

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

Instructions for Certification

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

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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.

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

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

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


Grantee Representative Signature

EXECUTIVE DIRECTOR
Grantee's Representative Title:

NOT HAVING FINANCIAL AUTHORITY
Print Grantee Name

5/3/2021
Date

DR *5/9/2021*
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GRANT AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

[Handwritten Signature]
Grantee Representative Signature

EXECUTIVE DIRECTOR
Grantee's Representative Title

NH HOUSING FINANCE AUTHORITY
Grantee Name

3/9/2021
Date

GRANT AGREEMENT EXHIBIT H

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

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

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

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


Grantee Representative Signature

EVETUE DIRECTOR
Grantee's Representative Title

NH HOUSING FINANCE AUTHORITY
Grantee Name

3/9/2021
Date

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GRANT AGREEMENT EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

New Hampshire Housing Finance Authority (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 Emergency Rental Assistance 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.

Data Collection and Access to Records

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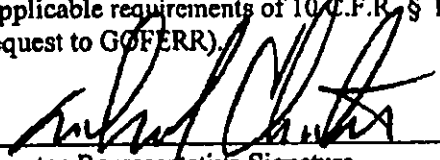
The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from GOFERR. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and 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 Emergency Rental Assistance 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 date 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).


Grantee Representative Signature

EXECUTIVE DIRECTOR
Grantee's Representative Title

Print Grantee Name:

NH HOUSING FINANCE AUTHORITY

Date

3/9/2021

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GRANT AGREEMENT EXHIBIT J

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

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

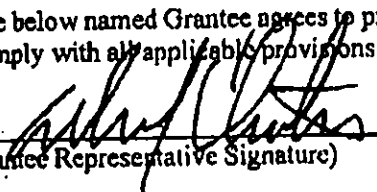
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), GOFERR must report the following information for any grant award subject to the FFATA reporting requirements:

- 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 #)
- 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.

 EXECUTIVE DIRECTOR
(Grantee Representative Signature) (Grantee Representative Title)

NH HANDBOOK FINANCE AUTHORITY 8/9/2021
(Grantee Name) (Date)

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**GRANT AGREEMENT EXHIBIT J cont.
CERTIFICATION**

As the Grantee identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 083399477

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?

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: _____

DJZ 3/1/2021
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