



STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

CHRISTOPHER T. SUNUNU
Governor

June 16, 2020

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

Dear Director Little,

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, and 2020-10, I have approved your written request, in attachment, to take the following actions related to CARES Act Coronavirus Relief Funds:

1. Establish the Nonprofit Emergency Relief Fund to disburse monies to eligible nonprofit businesses in an amount not to exceed \$60,000,000 in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding budgeted consistent with the information in the request in attachment. Further, authorize GOFERR to enter into and execute grant agreements with eligible nonprofit businesses to distribute these funds, subject to my approval of the recommendations from the New Hampshire Charitable Foundation, in partnership with the NH Center for Nonprofits and the Community Development Authority ("The Partners"), effective through December 30, 2020. (100% Federal Funds)
2. Authorize GOFERR to enter into and approve the contract in attachment with the New Hampshire Charitable Foundation (NHCF), 37 Pleasant Street, Concord, NH 03301, in an amount not to exceed \$1,182,470 from the \$60,000,000 Nonprofit Emergency Relief Fund. The Partners will provide administrative services for the Nonprofit Emergency Relief Fund established by GOFERR to receive, review, and make recommendations to disburse monies to eligible nonprofit business from the Nonprofit Emergency Relief Fund, effective through December 30, 2020. (100% Federal Funds)

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

Sincerely,

Christopher T. Sununu
Governor



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

June 15, 2020

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

**REQUESTED ACTION PURSUANT TO RSA 21-P:43; RSA 4:45; RSA 4:47; AND EXECUTIVE
ORDER 2020-04 AS EXTENDED BY EXECUTIVE ORDERS 2020-05, 2020-08 AND 2020-09**

Dear Governor Sununu:

1. Authorize the Governor's Office For Emergency Relief and Recovery (GOFERR) to establish with Coronavirus Aid, Relief and Economic Security (CARES) Act funding the Nonprofit Emergency Relief Fund to disburse monies to eligible nonprofit businesses in an amount not to exceed \$60,000,000 in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding effective upon your approval through December 30, 2020. 100% Federal Funds. Further, authorize GOFERR to enter into and execute grant agreements with eligible nonprofit businesses to disburse these funds, subject to Governor approval of recommendations from the administrator, the New Hampshire Charitable Foundation, in partnership with The NH Center for Nonprofits, and the NH Community Development Finance Authority ("The Partners"). (See Action Item # 2)
2. Contingent on approval of Requested Action # 1, authorize GOFERR to enter into and approve the attached contract with New Hampshire Charitable Foundation (NHCF), 37 Pleasant Street, Concord, NH. 03301, in an amount not to exceed \$1,182,470.00 from the \$60,000,000 Nonprofit Emergency Relief Fund. NHCF will, along with The NH Center for Nonprofits, and the NH Community Development Finance Authority ("The Partners") will provide administrative services for the Nonprofit Emergency Relief Fund established by GOFERR to receive, review and make recommendations to disburse monies to eligible nonprofit businesses from the Nonprofit Emergency Relief Fund effective upon your approval through December 30, 2020. 100% Federal Funds.

Funding will be made available from the following accounting unit:

01-02-02-020110-19110000 OFFICE OF THE DIRECTOR		
CLASS	ACCOUNT	AMOUNT
072 - GOFERR Nonprofit Emergency Relief Fund	500575	\$58,817,530
102- GOFERR Contractor Services		\$ 1,182,470
	TOTAL EXPENSES	\$60,000,000
SOURCE OF FUNDS		
FEDERAL FUNDS	400338	\$60,000,000

	TOTAL FUNDS	\$60,000,000
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EXPLANATION

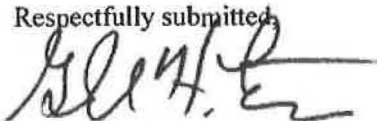
The Governor has authorized the allocation and expenditure of an initial \$60 million in emergency funding from the CARES Act Coronavirus Relief Fund ("flex funds") to provide emergency financial relief to New Hampshire Non-profit businesses due to the economic disruption caused by COVID-19. In order to be eligible, an organization must be a registered 501(c)(3) nonprofit based in New Hampshire, demonstrate that it incurred or will incur necessary expenditures and/or losses due to COVID-10 public health emergency between March 1 and December 30, 2020. Costs or losses cannot be covered by this program if they have been, or will be paid by other federal emergency relief funds, including the Paycheck Protection Program.

The program will not make grants to nonprofit hospitals, colleges and universities, and other organizations that are or will be assisting through other funding opportunities.

The application period for non-profit businesses will run from June 11, 2020 through June 25 29, 2020. It is anticipated that the GOFERR will begin processing relief payments shortly after the filing period closes and recommendations are received from NHCF.

A provision for \$1,182,470, which represents 1.97% of the allocation in administrative costs, will be set aside to pay administrative costs to NHCF and the Partners associated with this program is included in the 60,000,000.

Respectfully submitted,



Gerald H. Little
Director, GOFERR


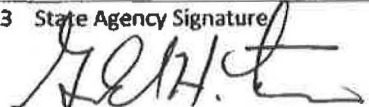
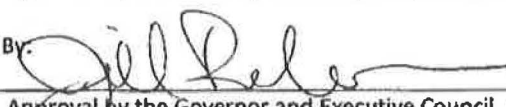
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Governor's Office for Emergency Relief and Recovery (GOFERR)		1.2 State Agency Address 1 Eagle Square, Concord NH 03301	
1.3 Contractor Name New Hampshire Charitable Foundation		1.4 Contractor Address 37 Pleasant Street, Concord NH 03301-4005	
1.5 Contractor Phone Number 603-225-6641	1.6 Account Number 19110000	1.7 Completion Date December 30, 2020	1.8 Price Limitation 1,182,470.00
1.9 Contracting Officer for State Agency Wendy Gilman		1.10 State Agency Telephone Number 603-271-7941	
1.11 Contractor Signature  Date: 6/5/2020		1.12 Name and Title of Contractor Signatory Richard Ober, President, NH Charitable Foundation	
1.13 State Agency Signature  Date: 6/8/2020		1.14 Name and Title of State Agency Signatory Gerald Little, Director, Governor's Office for Emergency Relief and Recovery	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/10/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the

procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor

that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting

power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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 given in blocks 1.2 and 1.4, herein.

17. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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 with respect to the subject matter hereof.

**Service Provider Agreement
NH Nonprofit Emergency Relief Fund Program**

Exhibit A

The following is added to Section 3:

"3.3 Notwithstanding any provision herein, this contract is being entered into under the Governor's emergency powers in RSA 4: 44-47; RSA 21-P and Executive Order 2020-04, as extended by 2020-05, 2020-08 and 2020-09, and is effective upon approval by the Governor.

The following is added as Section 7.4:

"7.4 The parties to this Agreement agree that nothing in this Agreement will prohibit or limit the Contractor's right to enter into a subcontract with NH Community Development Finance Authority."

The following is added as Section 9.3:

"9.3 This Agreement will terminate the sooner of (a) when the grants of all of the funds (including any additional funds) allocated by the State of New Hampshire to Nonprofit Emergency Relief Fund Program have been completed, or (b) December 31, 2020, unless extended by an instrument in writing signed by the State and the Contractor."

The following is added as Section 9.4:

"9.4 The parties agree that the Services delivered by the Contractor require that a disproportionate amount of the work be performed at the beginning of the project timeline. Accordingly, if this Agreement is terminated prior to Contractor's receipt of the second payment, upon the termination of this Agreement the State agrees to pay Contractor the difference between \$709,200 and what has previously been paid by the State under the terms of this Agreement."

The following is added as Section 9.5:

"9.5 The parties agree that if additional funds are allocated to the State of New Hampshire Nonprofit Emergency Relief Fund Program and the additional funds will be allocated to the New Hampshire nonprofit sector pursuant to a criteria that is different from the criteria applied to allocate the grants made from the initial round of funding to the Nonprofit Emergency Relief Fund Program, and the State desires the Contractor to administer the further disbursement of funds under the new criteria, the parties to this Agreement agree to amend the scope of the Services (Exhibit B) and the contract price, method of payment, and terms of payment (Exhibit C)."

The following is added as Section 10.4:

"10.4 Data does not include (a) any information in Contractor's possession prior to the Effective Date. Notwithstanding any other term of this Agreement, the State acknowledges that it has no right to any computer or electronic system used or developed by Contractor for purposes of delivering the Services."

The following is added as Section 12.3:

"12.3. Notwithstanding any other term of this Agreement, the State acknowledges that the Contractor may subcontract the Services to the NH Community Development Finance Authority, The NH Center for Nonprofits, and such other organizations that the Contractor identifies as being able to effectively partner with the Contractor to effectively deliver the Services."

Paragraph 13 is deleted and replaced with the following:

"13. LIABILITY Unless otherwise exempted by law, the Parties shall each be responsible for any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against them, which arise out of (or which may be claimed to arise out of) the Party's own acts or omissions, including but not limited to the negligence, reckless or intentional conduct. Each Party shall be liable for any costs arising under this paragraph 13. Nothing in this paragraph shall limit the ability of either party to assert any counter claim, cross claim or set-off allowed by law. 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 in paragraph 13 shall survive the termination of this Agreement.

Exhibit B

The NH Center for Nonprofits, the NH Charitable Foundation, and the NH Community Development Finance Authority (the "Partners") will provide administrative services for the Nonprofit Emergency Relief Fund Program established by the Governor's Office for Emergency Relief and funded through the Coronavirus Relief Fund.

It is understood that the GOFERR will make available a minimum of \$60 million for the program. The Administrative fee for the Partners is included in the total for the program.

Services to Be Provided

1. Develop criteria and priorities for the grant program, including but not limited to:
 - o Ability to accept and expend federal CARES ACT funding
 - o Guidelines from GOFERR as agreed upon in application and program design
 - o Public benefit of services and programs of applicant organizations
 - o Track record of leadership and impact by applicant organizations
 - o Population(s) served and degree to which they include those who are most vulnerable, and/or need of the geographic community served by the organization
 - o Organizational need for funding (including understanding other federal funds received).
2. Design a transparent and accessible grant application and process based on the criteria and priorities.
3. Broadly communicate the purposes and criteria of the program to nonprofit organizations on a statewide basis.
4. Provide technical assistance to nonprofit organizations including to understand and access the program, answer questions, help determine eligibility, assist with applications, and support nonprofit sustainability.
5. Ensure that grant applicants know in advance the state's compliance and reporting requirements, and provide guidance to applicants on these requirements set forth in the agreement between the State and grantees (to be provided by the State).
6. Accept applications from qualified nonprofit organizations through an online portal.
7. Review applications using professional grantmaking staff and consultants consistent with the established criteria and priorities, including financial review.
8. Establish a Program Committee made up of board members and the chief executives of the three partner organizations.

9. Determine which grants should be funded and which should not be funded based on the purposes, criteria, and application process of the Program and communicate the results to the GOFERR with the name, address, principal contact, amount, and brief description of each.
10. Other activities as needed to fully and fairly administer the program.

The Partners understands that the State makes the final decision on approval of the grant. The State will use best efforts to make grant payments to the approved organizations within 7 to 10 days of approval.

Reporting

The partners will work with the GOFERR staff to create a comprehensive reporting platform and dashboard to report monthly and annually on all award decisions approved by the state. The report would include the name and address of the organization, communities served, and the amount and purpose of the grant. The Partners will not conduct individual grant monitoring or reporting.

Estimated Timeline

This is an estimate for the majority of the grant distribution. The starting point is the final approval of the contract. For some grants and organizations, it may be in the interest of the program to distribute on a longer horizon.

Weeks 1 – 7: Fund Development, Announcement, Technical Assistance, Applications Received and Reviewed

Weeks 8 – 9: Funding Determinations Made and Communicated to GOFERR

Week __: Within 7-10 days: Grants Approved by State and Distributed from State Treasury to Approved Organizations.

Exhibit C

The State will pay the Contractor \$1,182,470 for the services described in Exhibit B. See also section 9.5. The fee for these administrative services is 1.97% of the total of 60 million allocated to the program.

The State will pay the fee on the following schedule:

June 1: \$295,617.50

July 1: \$295,617.50

August 1: \$295,617.50

September 1: \$295,617.50

EXHIBIT D

Lobbying

The Contractor 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 Contractor's representative, as execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus Relief Fund

Contract Period: March 1, 2020 – August 30, 2020

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.

Contractor Representative Signature:



Contractor Representative Title: PRESIDENT + CEO

Date: JUNE 5, 2020



NEW HAMPSHIRE
CHARITABLE FOUNDATION

UP TO THE PROMISE

SECRETARY'S CERTIFICATE

I, Sister Paula Marie Buley, IHM, hereby certify that I am the Secretary of Board of Directors of the New Hampshire Charitable Foundation, a New Hampshire voluntary corporation (the "Corporation"), that I am keeper of the records of the Corporation, that the following resolution(s) was/were duly adopted by the Board of Directors of the Corporation, effective September 12, 2017, and that the same remain in full force and effect as of the date hereof:

VOTED: That each of Richard Ober, President, Michael J. Wilson, Chief Financial Officer, Richard Peck, Vice President of Development and Philanthropy Services and Rebecca Carr, Controller be, and each hereby individually is, authorized to execute and deliver on behalf of the New Hampshire Foundation or its regional affiliates contracts, execute deeds and related documents or enter into agreements in the name of this community foundation, the New Hampshire Charitable Foundation and its Regions.

Date 9-27-17

S. Paula Marie Buley, IHM
Sister Paula Marie Buley, IHM, Secretary

(SEAL)

Subscribed and sworn to before me this 27th day of September, 2017.

Michelle C. Mersereau
Notary Public (affix seal)

MICHELLE C. MERSEREAU
Notary Public - New Hampshire
My Commission Expires March 20, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2020

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		CONTACT NAME: Carrie Morgan	
FIAI/Cross Insurance		PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
1100 Elm Street		E-MAIL ADDRESS: cmorgan@crossagency.com	
Manchester NH 03101		INSURER(S) AFFORDING COVERAGE	
INSURED New Hampshire Charitable Foundation 37 Pleasant St Concord NH 03301-4005		INSURER A: Philadelphia Indemnity Ins Co	
		INSURER B: NY Marine & General Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 20-21 All Lines**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			PHPK2117550	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			PHPK2117550	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB717522	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC202000019697 (3a.) NH	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Governor's Office for Emergency Relief
and Recovery (GOFERR)
1 Eagle Square
Concord NH 03301

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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Search Business Names

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Business Name	Business ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	Status
NEW HAMPSHIRE CHARITABLE FOUNDATION (/online/BusinessInquire/BusinessInformation?businessID=29777)	63822		THE NEW HAMPSHIRE CHARITABLE FUND	Domestic Nonprofit Corporation	37 PLEASANT ST, CONCORD, NH, 03301, USA	N/A	Good Standi

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[Back](#)NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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SECRETARY'S CERTIFICATE

I, Lucy Hodder, hereby certify that I am the Secretary of Board of Directors of the New Hampshire Charitable Foundation, a New Hampshire voluntary corporation (the "Corporation"), that I am keeper of the records of the Corporation, that the following resolution(s) was/were duly adopted by the Board of Directors of the Corporation, effective June 10, 2020, and that the same remain in full force and effect as of the date hereof:

VOTED: That each of Richard Ober, President, Michael J. Wilson, Chief Financial Officer, Richard Peck, Vice President of Development and Philanthropy Services and Rebecca Carr, Controller be, and each hereby individually is, authorized to execute and deliver on behalf of the New Hampshire Foundation or its regional affiliates contracts, execute deeds and related documents or enter into agreements in the name of this community foundation, the New Hampshire Charitable Foundation and its Regions.

Date: June 10, 2020

Lucy Hodder, Secretary

[SEAL]

Subscribed and sworn to before me this 10th day of June, 2020

REBECCA CARR, Notary Public
My Commission Expires December 18, 2024

Notary Public (affix seal)