

Long Term Care Provider Program

CERTIFICATIONS AND GRANT AGREEMENT

Record Retention: If an Award is made as a result of this Application, for the period March 1 to December 30, 2020 and for five (5) years thereafter, at any time during the Applicant/Awardee's normal business hours, and as often as the State, or if requested, and federal agency auditors, shall demand, the Applicant/Awardee shall make available to the State or federal auditors all records pertaining to matters covered by this Application and any resulting Award. The Applicant/Awardee shall permit the State, or federal auditors, to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, and other information relating to all matters covered by this Application and any result Award.

If an Award is made as a result of this Application, the Applicant/Awardee is required to retain, at a minimum, payroll records, business expense records and business revenue records. Any award resulting from this application may be subject to State or federal audit requirements.

Compliance with 2 CFR 200: Treasury guidance issued on May 28, 2020 has clarified that payments from CRF funds are subject to 2 C.F.R. §200.303 regarding internal controls, 2 C.F.R. §200.330 through 332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, therefore these sections are considered legally binding and enforceable under this contract. GOFERR reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy the requirements of these sections.

To the extent required to comply with 2 C.F.R. 200, Subpart F - Audit Requirements, Applicant/Awardee shall complete an audit at the end of the Applicant/Awardee's fiscal year ending after December 30, 2020, if required. The CRF payments count toward the threshold of \$750,000 or more in federal awards spent during their fiscal year that triggers 2 C.F.R. part 200, subpart F re audit requirements for non- profits or governmental entities. The audit requirements do not apply to for-profit business, however, the requirements of 2 C.F.R. 200.501(h) regarding compliance requirements applicable to for-profits are addressed in the close-out and recoupment provision below.

Close out and recoupment: Within thirty days after December 30, 2020, the Applicant/Awardee shall submit a report of their actual gross and net business income for 2020, or for non-profits change in net assets, excluding this award, to GOFERR. Applicant/Awardee must also include in the report identification by type and amount any additional COVID-19 funding received after the date of this application. Applicant agrees that GOFERR shall have the right to recoup from the Applicant/Awardee any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001

Certification: Applicant hereby certifies that all information provided in or attached to this application is complete, accurate, and up-to-date as of the date specified below. Applicant further certifies that there are no willful misrepresentations of information provided. Applicant understands that it is his/her responsibility to immediately notify DHHS/GOFERR in regards to any changes, corrections, or updates to the information provided. DHHS/GOFERR may, but is not required, to contact Applicant to obtain additional information. Failure to supply complete information may result in denial of an award.

Binding Contract: Applicant/Awardee understands and agrees that, while there is no legal obligation for the State to make an award to Applicant/Awardee based on this application, this application will be used to determine Applicant/Awardee eligibility for an award and considered in the amount of the awards to be made to all applicants. **Applicant/Awardee understands, agrees and accepts that this application, and the terms contained herein, will become a binding contract if the determination is made to provide Applicant/Awardee with an award in any amount.** Awardees will have to register for a State vendor number in order for any award payment to be issued.

Authority to Sign: Applicant/Awardee understands and agrees that by submitting this application, it is certifying that the person named in the signature block has authority to bind the business entity and that the State is entitled to rely on this certification as actual and apparent evidence of authority to bind the business entity.

Agreement to Electronic Signature: By submitting this application and checking the box for acceptance, Applicant/Awardee agrees and accepts use of its electronic signature as binding and final in accordance with all terms of RSA 294-E, the Uniform Electronic Transactions Act.