



State of New Hampshire
Department of Health and Human Services

REQUEST FOR GRANT APPLICATION
RGA-2020-BDAS-01-INFRA

FOR

INFRASTRUCTURE DEVELOPMENT FOR SUBSTANCE USE DISORDER TREATMENT OR
RECOVERY HOUSING FACILITIES

March 6, 2020



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REQUEST FOR GRANT APPLICATION

1. Request for Grant Application

1.1. Purpose and Overview

- 1.1.1. The intention of this Request for Grant Application (RGA) is to provide funding for the purposes of upgrading an existing substance use disorder (SUD) treatment facility or recovery housing facility or creating a new SUD treatment or recovery housing facility.
- 1.1.2. House Bill 4 of the 2019 New Hampshire Legislative Session, appropriated the sum of \$1,000,000 to the Department of Health and Human Services for the purposes of upgrading existing substance use disorder treatment and recovery housing facilities, and creating new substance use disorder treatment and recovery housing facilities. This legislative mandate provides that funding shall be used for upgrading or renovating existing facilities to ensure compliance with fire code and safety standards; expanding existing facilities to increase service capacity; and developing new substance use disorder treatment and recovery housing facilities.
- 1.1.3. Facilities receiving funds under this section shall be in compliance with any state rules associated with the operation of such programs.
- 1.1.4. Where applicable, SUD treatment facilities receiving funds shall be licensed as a Residential treatment and rehabilitation facility by the Bureau of Health Facilities Administration, or intend to pursue such licensure.
 - 1.1.4.1. SUD treatment facilities shall include all American Society of Addiction Medicine (ASAM) levels of care.
- 1.1.5. Recovery housing facilities receiving funds shall be certified, or must intend to pursue certification.
 - 1.1.5.1. Certification or licensure shall be recognized from one (1) of the following or other qualifying organizations:
 - 1.1.5.1.1. National Alliance for Recovery Residences (NARR).
 - 1.1.5.1.2. New Hampshire Coalition of Recovery Residences (NHCORR).
 - 1.1.5.1.3. The Joint Commission.
 - 1.1.5.1.4. Commission on Accreditation of Rehabilitation Facilities (CARF).
- 1.1.6. Applications are accepted for SUD treatment or recovery housing facilities statewide. Preference will be given to qualified Applicants serving clients in the following counties:
 - 1.1.6.1. Coos, Sullivan, Grafton, Carroll, and Cheshire.



- 1.1.7. For the purpose of this contract, the SUD treatment or recovery housing facility shall provide services to individuals who are residents of, or homeless in, New Hampshire.
- 1.1.8. Existing facilities shall be defined as facilities that may or may not be currently operating as a SUD treatment or recovery housing facility.

1.2. Grant Requirements

- 1.2.1. Eligible Applicants for facilities support must be either currently serving as a SUD treatment or recovery housing facility, or planning to provide a new SUD treatment or a recovery housing facility located in New Hampshire.
 - 1.2.1.1. The Applicant must be applying on behalf of the current, or planned, SUD treatment or recovery housing facility and meet the requirements listed in Paragraphs 1.1.5. and 1.1.6.
 - 1.2.1.2. Qualified Applicants include:
 - 1.2.1.2.1. Agencies currently serving as a SUD treatment or recovery housing facility.
 - 1.2.1.2.2. Agencies planning to serve as a SUD treatment or recovery housing facility.
- 1.2.2. Qualified Applicants must be able to demonstrate the following and provide detailed plans to support the need to:
 - 1.2.2.1. Upgrade or renovate existing facilities to ensure compliance with building codes, fire codes and safety standards.
 - 1.2.2.2. Upgrade or renovate existing facilities to enable greater service capability of the SUD treatment or recovery housing facility.
 - 1.2.2.3. Expand existing facilities to increase service capacity.
 - 1.2.2.4. Develop new SUD treatment or recovery housing facility.
- 1.2.3. Applicants must submit a service quote with an anticipated date of completion from a licensed professional. The quote shall include, but not be limited to:
 - 1.2.3.1. Purchase;
 - 1.2.3.2. Labor expenses;
 - 1.2.3.3. Parts and materials; and
 - 1.2.3.4. Required inspections expenses.
- 1.2.4. Selected Applicants must provide proof of installation with paid receipt(s) from licensed professional(s) within thirty (30) days of the anticipated date of completion, per Subsection 1.2.3.



- 1.2.4.1. Selected Applicants may submit, in writing, an extension for services not anticipated to be completed, as defined, in Paragraph 1.2.4. to the Department for approval.
- 1.2.4.2. Selected Applicants that fail to meet criteria in Subparagraph 1.2.4.1. must reimburse the Department the full amount of funding awarded as a result of this RGA.

1.3. Project Period

- 1.3.1. The grant(s) resulting from this RGA will be effective upon approval of the Governor and Executive Council, through June 30, 2021.
- 1.3.2. Total available funding for all grants awarded under this solicitation is approximately \$1,000,000 for State Fiscal Year 2020.
- 1.3.3. All funding requests for projects contemplated under this RFG must be expended by June 30, 2021.

1.4. Scoring and Award Process

1.4.1. Mandatory Responses to RGA Questions

Please complete separate responses to Subsection 1.4. Q1 through Q8. Please include the reference (1.4.1.1. through 1.4.1.3.) for each response submitted that references which use of appropriated funds you are applying for as follows:

- 1.4.1.1. Upgrade or renovate existing facilities to ensure compliance with fire code, building code and safety standards.
- 1.4.1.2. Expand existing facilities to increase service capacity.
- 1.4.1.3. Develop a new SUD treatment or recovery housing facility.

Please keep the total response for questions to no more than ten (10) pages total.

- Q1. *Are you planning to provide services within Coos County, Sullivan County, Grafton County, Carroll County, or Cheshire County?*
- Q2. *Describe the need(s) for additional SUD treatment or recovery housing facilities in the county of location. Include how this will improve outcomes for the individuals served.*
- Q3. *Describe your need for the project listed in Subsection 1.2.2. and expected costs and the anticipated completion date. Detailed descriptions must be broken out separately for each use.*
- Q4. *How will the proposed program coordinate with and complement other services at the location or within the county of location? Detailed description must be broken out separately.*
- Q5. *Describe your qualifications and experience:*
 - Q5a. *Working with individuals with behavioral health needs.*
 - Q5b. *Managing treatment services or housing.*
- Q6. *Provide a detailed description of how the funds will be used, to include fund use*

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and purpose, necessity of improvements per State and local laws, estimate(s) of cost(s) received from a currently licensed or certified professional, and the financial management plan of funds.

- Q7. *Provide a description of how licensure or certification, as applicable, will be maintained, initiated through this request at the conclusion of the grant period. Explain the longevity of improvements, and the maintenance plan and associated expenses of the proposed improvement(s) once funding has been exhausted.*
- Q8. *Provide a detailed budget (Appendix B) that includes all projected funding sources and a detailed description of how the project will be used to support the program. Include all capital project costs, if any. Detailed descriptions must be broken out separately for each fund source.*

1.4.2. Scoring (155 Points)

Questions will be scored using the below scoring method. Each set of responses for Subsection 1.4., above, will result in stand-alone scores.

The total anticipated funding for the grant period across all awarded grants will not exceed \$1,000,000.

Grant funds will be awarded in the following order:

First, the Department will score all qualified applications for Subsection 1.4.1.1., to upgrade or renovate existing facilities to ensure compliance with fire code, building code and safety standards. The Department will rank the scores highest to lowest and may award grant(s) determined by the Evaluation Scores until the total funding has been awarded or there are no additional qualified applications to consider.

Secondly, should additional funding be available, the Department will score all qualified applications for Subsection 1.4.1.2. to expand existing facilities to increase service capacity. The Department will rank the scores highest to lowest and may award grant(s) determined by the Proposal Evaluation Scores until the total funding has been awarded or there are no additional qualified applications to consider.

Lastly, should additional funding be available, the Department will score all qualified applications for Subsection 1.4.1.3., to develop a new SUD treatment or recovery housing facility. The Department will rank the scores highest to lowest and may award grant(s) determined by the Evaluation Scores until the total funding has been awarded or there are no additional qualified applications to consider.

The total score allocated to each target area will be based on the following:

Location – Q1	5 Points
Need – Facilities – Q2	40 Points
Need – Project – Q3	40 Points
Service Coordination – Q4	15 Points
Qualifications – Q5	20 Points
Program Design and Implementation – Q6	10 Points

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Sustainability & Evaluation Plan - Q7	15 Points
Detailed Budget - Q8	10 Points
Total	155 Points

1.5. Schedule of Events

The following table provides a schedule of events for this RGA through grant agreement negotiations. The Department reserves the right to change this schedule at its sole discretion at any time. Eastern Standard Time applies.

Item	Action	Date
1.	Release RGA (NH DHHS website)	03/6/2020
2.	RGA Questions Submission Deadline	03/16/2020 at 11:59 PM
3.	DHHS Response to Questions Published	03/20/2020
4.	Application Submission Deadline	04/01/2020 at 4:30 PM

1.6. Proposal Inquiries and Contact Information

All inquiries concerning this RGA, including but not limited to, requests for clarifications, questions, and any changes to the RGA, shall be submitted by email to the following designated Point of Contact.

State of New Hampshire
Department of Health and Human Services
Katie Murphy, Contract Specialist
Contracts & Procurement Unit
129 Pleasant Street
Concord NH 03301
Email: Susan.Murphy@dhhs.nh.gov
Phone: (603) 271-9685

- 1.6.1. The Department may consolidate or paraphrase questions for sufficiency and clarity. The Department may, at its discretion, amend this RGA on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications or modifications concerning the RGA, shall not be binding upon the Department. Official responses by the Department will be made only in writing.

2. Application Process and Submission

2.1. Overview



- 2.1.1. Submissions must be received by the date and time specified in the RGA Schedule of Events, Subsection 1.5. Submissions must be addressed to the Point of Contact and marked with RGA-2020-BDAS-01-INFRA for the RGA. Proposals may be emailed to the DHHS Contracts unit at the following email addresses:
 - 2.1.1.1. To: DHHS-contracts@dhhs.nh.gov.
 - 2.1.1.2. Cc'd: Susan.Murphy@dhhs.nh.gov.
- 2.1.2. Presentation
 - 2.1.2.1. One (1) electronic copy sent to the email listed in Subsection 2.1.1.1. and 2.1.1.2.
 - 2.1.2.2. One (1) copy submitted on standard eight and one-half by eleven inch (8 ½" X 11") white paper, using font size eleven (11) or larger sent to the address listed in Subsection 1.6.
 - 2.1.2.2.1. Application documents must be presented in the order indicated below and stapled in the top left hand corner. Please include the original application, marked "Original" as well as four (4) copies, marked "Copies" and one (1) electronic copy.
 - 2.1.2.3. Responses marked with the same number and format as the questions in Subsection 1.4.
 - 2.1.2.4. Font size of eleven (11) or larger.
 - 2.1.2.5. Front cover labeled with:
 - 2.1.2.5.1. Name of company and organization.
 - 2.1.2.5.2. RGA-2020-BDAS-01-INFRA.
- 2.1.3. The Department must receive the Application by the time and date specified in Section 1.5 and in the manner specified or it will be rejected as non-compliant. In limited circumstances where a deviation is minor and explainable, a deviation may be waived by the Department.
- 2.1.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded if not re-claimed by the Applicant by the time the grant is awarded. Delivery of the Application shall be at the Applicant's expense.
- 2.1.5. Organization and Demographics
 - 2.1.5.1. Applicants must include the following:
 - 2.1.5.1.1. Name.
 - 2.1.5.1.2. Names of the SUD treatment or recovery housing facility.



- 2.1.5.2. Qualified Applicants(s) currently serving as a SUD treatment or recovery housing facility must demonstrate their value to the community(ies) they serve. This shall include, but not be limited to:
 - 2.1.5.2.1. Location(s) of the SUD treatment or recovery housing facility the Applicant represents.
 - 2.1.5.2.2. Number of individuals served at each SUD treatment or recovery housing facility within the last twelve (12) months.
 - 2.1.5.2.3. Designate which, if any, SUD treatment or recovery housing facilities are certificated or licensed and by whom.

2.2. Application Content

- 2.2.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:
 - 2.2.1.1. Reference, RGA-2020-BDAS-01-INFRA;
 - 2.2.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the selected Applicant(s) or individual(s);
 - 2.2.1.3. Acknowledge that the Applicant has read this Request for Grant Application, understands it, and agrees to be bound by its requirements;
 - 2.2.1.4. Contain the date that the Application was submitted; and
 - 2.2.1.5. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Grant Application.
- 2.2.2. Mandatory Responses to RGA Questions in Subsection 1.4.
- 2.2.3. Response to Question 8: Budget Details
 - 2.2.3.1. A budget detail for the use of funds must be provided, including estimated costs related to the project(s). These requests must include a total cost of the project(s) being requested.
 - 2.2.3.2. Acceptable costs include, but are not limited to the following:
 - 2.2.3.2.1. Onsite costs;
 - 2.2.3.2.2. Consultant fees;
 - 2.2.3.2.3. Materials;
 - 2.2.3.2.4. Building;
 - 2.2.3.2.5. Lavatory rental;
 - 2.2.3.2.6. Inspections;
 - 2.2.3.2.7. Certification and Licensure;



- 2.2.3.2.8. Insurance adjustments; and
- 2.2.3.2.9. Expenses incurred by the SUD treatment or recovery housing facility during use of funds, upon approval by the Department.
- 2.2.3.3. Budget Narrative
 - 2.2.3.3.1. The budget narrative must provide the justification for the expenses itemized in the budget. For each of your budget categories please provide the following:
 - 2.2.3.3.1.1. Brief narrative explaining and justifying the itemized expenses included in 2.2.3.2.
 - 2.2.3.3.1.2. Additional justifications may include costs related to hiring a consultant or contractor and the agreement with that selected Applicant(s) or individual(s).
 - 2.2.3.3.1.3. Awards are subject to approval of the Governor and Executive Council. The New Hampshire Bureau of Drug and Alcohol Services staff will review all applications for eligibility. Approved Applicant(s) may be funded for an amount less than the proposed budget amount, in the event that any proposed costs are unallowable or there are not enough funds to provide.

3. Notices

3.1. Exceptions

- 3.1.1. To the extent that an Applicant believes that exceptions to the standard form Grant Agreement, General Provisions, which is attached as Appendix A, will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RGA Question Period in Subsection 1.5.
- 3.1.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 3.1.3. If the Department accepts an Applicant's exception the Department will, at the conclusion of the RGA Question Period, provide notice to all potential Applicants of the exceptions that have been accepted and indicate that exception is available to all potential Applicants by publication of the Department's responses on or about the date indicated in Subsection 1.5.
- 3.1.4. Any exceptions to the standard form contract and standard exhibits that are not raised by an Applicant during the RGA Question Period will not be considered. In no event is an Applicant to submit its own standard contract terms and



conditions as a replacement for the Department's terms in response to this solicitation.

3.2. RGA Addendum

3.2.1. DHHS reserves the right to amend this RGA, as it deems appropriate prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RGA, DHHS, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the DHHS Internet site.

3.3. Compliance

3.3.1. Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

3.4. Public Disclosure

3.4.1. Pursuant to RSA 21-G:37, all responses to this RGA shall remain confidential until the Governor and Executive Council have approved a contract as a result of this RGA. An Applicant's disclosure or distribution of the contents of its application, other than to the State, will be grounds for disqualification at the State's sole discretion.

3.4.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a grant agreement. Any information submitted as part of an Application in response to this RGA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any grant agreement entered into as a result of this RGA will be made accessible to the public online via the website TransparentNH. Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

3.4.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5.

3.4.4. Each Applicant acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by an



Applicant as confidential, DHHS shall notify the Applicant and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Applicant without incurring any liability to the Applicant.

3.5. Ethical Requirements

3.5.1. From the time this RGA is published until a contract is awarded, no Applicant shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RGA, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an application to this RGA, or similar request for submission and every such Applicant shall be disqualified from responding to any RGA or similar request for submission issued by any state agency. An Applicant that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

3.6. Non-Commitment

3.6.1. Notwithstanding any other provision of this RGA, this RGA does not commit the Department to award a grant. The Department reserves the right, at its sole discretion, to reject any and all applications or any portions thereof, at any time and to cancel this RGA and to solicit new applications under a new application process.

3.7. Liability

3.7.1. By submitting an Application in response to this RGA, an Applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in connection with an Application, or for work performed prior to the Effective Date of a resulting contract.

3.8. Request for Additional Information or Materials

3.8.1. During the period from date of application submission to the date of selection, DHHS may request any Applicant additional information or materials needed to



clarify information presented in the application.

3.9. Scope of Award and Grant Award Notice

3.9.1. DHHS reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A grant award is contingent on approval by the Governor and Executive Council.

3.9.2. If a grant is awarded, the Applicant must obtain written consent from the State before any public announcement or news release is issued pertaining to any grant award.

4. Appendices

4.1. Appendix A – Grant Agreement

4.2. Appendix B – Budget

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name		1.2. State Agency Address	
1.3. Grantee Name		1.4. Grantee Address	
1.5. Grantee Phone #	1.6. Account Number	1.7. Completion Date	1.8. Grant Limitation
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number	
1.11. Grantee Signature		1.12. Name & Title of Grantee Signor	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that _he_ executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s) Signor(s)		1.15. Name & Title of State Agency	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)			
By:		Assistant Attorney General, On: _____ / _____ / _____	
1.17. Approval by Governor and Council (if applicable)			
By:		On: _____ / _____ / _____	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as “the State”), the Grantee identified in block 1.3 (hereinafter referred to as “the Grantee”), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as “the Project”).

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
 - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
 - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
 - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
 - 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
 - 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
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.
 - 8.2. DATA: RETENTION OF DATA: ACCESS.
 - 8.3. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
10. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
11. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
12. EVENT OF DEFAULT: REMEDIES.
 - 12.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 12.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 12.1.2 Failure to submit any report required hereunder; or
 - 12.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 12.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
 - 12.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 12.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 12.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 12.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 12.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
13. TERMINATION.
 - 13.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
 - 13.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
 - 13.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
 - 13.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
14. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials _____

Date _____

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 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 any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Appendix B

BUDGET FORM

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: _____

Budget Request for: _____
(Name of RFP)

Budget Period: _____

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ -	\$ -	\$ -	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (<i>specific details mandatory</i>):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ -	\$ -	\$ -	

Indirect As A Percent of Direct

#DIV/0!