

**State of New Hampshire Department of Justice**



**Victims of Crime Act (VOCA) Funding  
Competitive Grant Request for Proposals (RFP)**

**State Fiscal Years 2021-2022**

**Release Date: October 21, 2019**

**Application Due: 4:00 p.m. December 02, 2019**

**Solicitation # 2020VOCA01**

# Table of Contents

Part 1. Purpose .....	3
Part 2. Allowable and Unallowable Activities.....	4
Part 3. Minimum Requirements.....	6
Part 4. Calculating the Project Match of 20%.....	6
Part 5. Project Period .....	6
Part 6. Funding Availability to Priority Areas .....	7
Part 7. Schedule of Events .....	8
Part 8. Proposal Inquiries.....	9
Part 9. Grant Application Process.....	9
Part 10. Selection Criteria and Award Process .....	9
Part 11. Subrecipient Requirements.....	11
Part 12. Additional Terms.....	12
Part 13. Contact Information .....	13

***Part 1. Purpose***

- 1.1 In 1984, Congress passed the Victims of Crime Act (VOCA), which established the Crime Victims' Fund. The Fund is used to compensate victims for their crime-related losses, and to support organizations providing direct services to victims of crime. These services include personal advocacy, emergency shelter, safety planning, support groups, transportation, material goods, courtroom advocacy, and many other life-changing and life-saving services. The Fund is comprised wholly of criminal fines, penalties, and forfeitures; there are no taxpayer dollars in the Fund. The US Department of Justice, Office for Victims of Crime (OVC) administers the Fund via VOCA Assistance and VOCA Compensation Grants to the States.
- 1.2 The New Hampshire Department of Justice (The Agency) administers these programs on the state level. VOCA funds are distributed to eligible agencies to maintain programs providing direct services to victims of crime and their families. Domestic violence shelters, sexual assault crisis centers, mental health centers, child advocacy centers, civil legal assistance and other nonprofit and government agencies employ VOCA-funded personnel to provide advocacy and support services to crime victims and their families. VOCA-funded programs assist victims and survivors of domestic violence, sexual assault, child abuse, elder abuse, stalking, bullying, trafficking, assault, homicide, vehicular homicide, robbery, and other crimes. For more information about the Crime Victim's fund visit <http://www.ovc.gov/about/victimsfund.html>.
- 1.3 Congress increased VOCA funding to states beginning in Federal Fiscal Year 2015, creating an opportunity to address unmet needs in this state, by soliciting applications for funding from entities who provide assistance to victims of crime.
- 1.4 As a result of the increased funding and the need for a collaborative approach to allocating funding, the New Hampshire Crime Victims Fund Steering Committee was created. One of the first recommendations of the committee was to create a Victim Services Needs Assessment. Stakeholders were interested in learning the statewide challenges that Victims of Crime experience and understanding of the funding priorities. Surveys were completed by victims and stakeholders. Data collection took place online and by telephone from January to May 2019.
- 1.5 This grant solicitation requires applications for one or all of the top three priorities that were highlighted within the results of the Victim Services Needs Assessment. Those priorities are Legal Services, Mental Health Services, and Housing Assistance. Within these priorities, applicants are also encouraged to address other needs or emerging trends that were outlined in the results of the Victim Service Needs Assessment. Some of those additional needs are addressing transportation for victims, access to services for minority

populations, access to victim services for older adults, and outreach and messaging that markets the available services.

- 1.6 You can review the Victim Services Needs Assessment survey results at:  
<https://www.doj.nh.gov/grants-management/index.htm>
- 1.7 **This Request for Proposals is a targeted solicitation to provide Legal Services, Mental Health Services, and Housing Assistance** for projects or programs to begin no earlier than July 1, 2020 through June 30, 2022.

## ***Part 2. Allowable and Unallowable Activities***

2.1 **Allowable** VOCA Activities include, but are not necessarily limited to, the following:

- 2.1.1 Services which respond to the immediate emotional and physical needs (excluding medical care) of crime victims such as crisis intervention; accompaniment to hospitals for medical examinations; hotline counseling; emergency food, clothing, transportation, and shelter; and other emergency services that are intended to restore the victim's sense of security. This includes emergency legal assistance such as filing restraining orders and obtaining emergency custody/visitation rights when such actions are directly connected to family violence cases and are taken to ensure the health and safety of the victim and secondary victims.
- 2.1.2 Services and activities that assist the primary and secondary victims of crime in understanding the dynamics of victimization and in stabilizing their lives after a victimization such as counseling, group treatment, and therapy. This includes the evaluation of mental health needs, as well as the delivery of trauma-informed and evidence-based treatment.
- 2.1.3 Assistance with participation in criminal justice proceedings. These services may include advocacy on behalf of crime victims; accompaniment to criminal justice offices and court; transportation to court; childcare or respite care to enable a victim to attend court, notification of victims regarding trial dates; case disposition information; and assistance with victim impact statements.
- 2.1.4 Special services needed to assist crime victims with managing practical problems created by the victimization such as acting on behalf of the victim with other service providers, creditors, or employers; assisting the victim to recover property that is retained as evidence; assisting in filing for compensation benefits; and helping to apply for public assistance.
- 2.1.5 Personnel costs that are directly related to providing direct services, such as staff salaries and fringe benefits, and the costs of training and/or supervising paid and volunteer staff.

- 2.1.6 Skills training for staff, to be used exclusively for developing the skills of direct service providers, including paid staff and volunteers, so that they are better able to offer quality services to crime victims. This may include, but is not limited to, training to create more trauma-informed programs and services. Training materials and training related travel are also allowable activities.
- 2.1.7 Trauma-informed and evidence-based counseling, mental health services, and alternative therapies (equine and art therapy) provided to victims of crime.
- 2.1.8 Contracted services when required for the provision of direct services to victims, such as interpretation or translation services.
- 2.1.9 Operating costs, including supplies, printing and postage; administrative time, and information technology infrastructure costs to maintain crime victims' records and complete VOCA-related reports and statistics, including evaluation costs.
- 2.1.10 Public presentations in schools, community centers, or other public forums, if designed to identify crime victims and provide or refer them to needed services, including presentation materials, brochures, and newspaper articles.

**2.2 Unallowable VOCA Activities include:**

- 2.2.1 Lobbying (to seek to influence a politician or public official on any issue; including issues that arise from your position).
  - 2.2.2 Research and Studies; except for project evaluation.
  - 2.2.3 Participation in active investigation or prosecution of criminal activities (except for provision of victim assistance services (emotional support and advocacy only)).
  - 2.2.4 Capital Expenses.
  - 2.2.5 Land or Property Acquisition.
  - 2.2.6 Compensation for victims of crime (except otherwise allowed by VOCA rules).
  - 2.2.7 Medical Care (except as otherwise allowed by other provisions in VOCA rules, see above allowable activities for some of those exceptions, ie. mental health care).
  - 2.2.8 Management (Executive Directors, Board Members and Administrators) Salaries and expenses.
  - 2.2.8 Fundraising.
  - 2.2.9 No food or beverage can be provided to staff with VOCA funds.  
With an approved travel budget, meal per diem is allowable.
- 2.3 All services and activities proposed must be allowable under VOCA's Federal Program Rule, 28 CFR Part 94. <https://www.federalregister.gov/documents/2016/07/08/2016-16085/victims-of-crime-act-victim-assistance-program>

**Part 3. Minimum Requirements**

- 3.1 Eligible applicants for VOCA Assistance subgrants are public or nonprofit organizations, including faith-based organizations, and including combinations of such organizations that provide direct victim services to victims of crime in New Hampshire.
- 3.2 Eligible Applicants must be able to demonstrate the following:
- a. Provide a matching contribution of 20% cash or in-kind match.
    - i. (New Programs must demonstrate that 25% or more of their financial support comes from non-federal sources.)
  - b. Use of Volunteers. (unless waiver is obtained from The Agency.)
  - c. Have a demonstrated record of effective services. This includes having the support and approval of its services by the community, a history of providing direct services in a cost-effective manner, and financial support from other sources.
  - d. Promote coordinated public and private efforts within the community to aid crime victims.
  - e. Assist victims in applying for Victim Compensation Benefits.
  - f. Comply with Federal grant regulations.
  - g. Maintain Civil Rights information and United States Code of Federal Regulation Title 28, sections 35, 38, 42 and 54.
  - h. Comply with State Criteria.
  - i. Provide services to victims of federal crimes on the same basis as victims of state/local crimes.
  - j. Provide VOCA funded services to victims at no charge. (Unless waiver is obtained from NH Department of Justice.)
  - k. Maintain confidentiality of client-counselor information.

**Part 4. Calculating the Project Match of 20%**

- 4.1 Match is calculated by dividing the federal VOCA amount requested by 4. The Match plus the VOCA award is the Total Project Amount.

For a requested award amount of \$50,000:  $\$50,000/4=\$12,500$ .

\$12,500 is the Match.

$\$12,500+\$50,000= \$62,500$  is the total project cost.

**Part 5. Project Period**

- 5.1 Awards will be made for up to two years from July 1, 2020 to June 30, 2022. Applicants are allowed to apply for a specific period of time less than two years, within the period specified above.

***Part 6. Funding Availability to Priority Areas***

- 6.1 This funding is available above and beyond current VOCA funds received by subrecipients. The State of New Hampshire Department of Justice (“the Agency”) announces a solicitation to award VOCA funding. The total amount of funding available is \$2,000,000.
- 6.2 Projects that propose statewide projects can apply for a maximum of **\$600,000**
- 6.3 Projects that propose regional or local projects can apply for **\$5,000-\$250,000** with awards at the top of that range being a rare exception for large geographical or population-dense areas.
- 6.4 This Request for Proposals solicits proposals for the following programs:

**6.4.1 Legal Services**

- Civil legal services provided to victims of crime for legal needs that arise from their victimization

**6.4.2 Mental Health and Alternative Therapy**

- Programs to cover the cost of trauma-informed and evidence-based counseling, mental health, (including but not limited to, substance-abuse treatment so long as the treatment is directly related to the victimization) or crisis treatment services for victims of crime.
  - Crisis treatment services are mental health services that are immediately available to individuals who are experiencing a mental health crisis, including Emergency or Incident Response Teams. Teams that provide a shared community vision for victims’ of crime and secondary victims’ well-being and an investment by each agency to engage in communication and follow through for a system wide network of providers dedicated to mitigating the effects of exposure to violence and crime of children; specifically addressing intervention of additional adverse childhood experiences (ACEs).
- Therapy provided to victims of crime such as equine, art and other alternative therapy.
- Program comfort or emotional support dogs – studies show that specially trained dogs can have a calming effect with victims who have experienced crisis or trauma in their lives.

### **6.4.3 Housing for Crime Victims**

- Housing needs provided to victims of crime are required to demonstrate the need for services or housing are a direct result of a crime victimization. In the program design portion of the application, please describe in detail how that correlation will be made if your application will include housing or transitional services.

6.5 All three priority areas **require** 10% of the budget to be allocated to enhancing accessibility and outreach to victims so that they are aware of the services available to them. We are especially interested in reaching populations that are most vulnerable, marginalized and/or those who traditionally have barriers to accessing services such as language, racial or ethnic minority populations. Demonstrate how this requirement will be met in the budget narrative.

6.6 Funds awarded as result of this RFP must create, improve, or enhance victim services in one of the listed priority programs. Funding will begin on July 1, 2020 or upon approval of the Governor and Executive Council, whichever is later, and expire on June 30, 2022. The applicant is permitted to apply for more than one category of funding in the same application. Regardless of the amount of categories for which the applicant is applying, the funding cap remains at the amounts referenced in part 6.2 and 6.3.

### ***Part 7. Schedule of Events***

7.1 The following table provides a Schedule of Events for this RFP through contract negotiations. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

<b>7.2 EVENT</b>	<b>DATE</b>	<b>LOCAL TIME</b>
RFP Released to Proposers/Applicants	10/21/2019	
Conference call for applicant questions: United States: +1 (317) 219-4036 Access Code: 325124	11/01/2019	10:00 AM
Applicant Inquiry Period Ends	11/11/2019	4:00 PM
Final Agency Responses to Applicant Inquiries	11/22/2019	5:00 PM
Applicant Submit Proposals/Applications	12/02/2019	4:00 PM

Estimated Notification of Selection and Begin Grant Agreement Negotiations	01/17/2020	
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- 7.3 A public conference call will be held on November 1, 2019 at 10:00 a.m. Parties interested in applying can call in for a question and answer period. This is optional. The call in number is: (317) 219-4036  
Access Code: 325124

***Part 8. Proposal Inquiries***

- 8.1 All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact:

TO: Tanya.pitman@doj.nh.gov  
CC: [grants.apps@doj.nh.gov](mailto:grants.apps@doj.nh.gov)

- 8.2 Inquiries must be received by the Agency’s RFP Points of Contact no later than the conclusion of the Applicant Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Applicant Inquiry Period shall not be considered properly submitted and may not be considered.
- 8.4 The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein; however, this date is subject to change at the Agency’s discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency may, at its discretion, amend or cancel this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above.

***Part 9. Grant Application Process***

- 9.1 To apply for this VOCA Assistance subgrant, please use the application form found at <http://www.doj.nh.gov/grants-management/funding-availability.htm>. Applications are due by e-mail at [grants.apps@doj.nh.gov](mailto:grants.apps@doj.nh.gov), on or before 4:00 PM on December 02, 2019.

***Part 10. Selection Criteria and Award Process***

- 10.1 Awards will be made based on a competitive scoring process and are subject to the approval of the Attorney General and the Governor and Executive Council. NH Department of Justice Grants Management staff will conduct an initial review of all

applications for eligibility. An evaluation team of The Agency staff and one or more member(s) from outside The Agency will review and score all eligible applications.

The applicants are not guaranteed to be awarded the exact amount that they applied for. The eligible applicants may be awarded an amount less than that applied for, in the event:

- any proposed costs are unallowable by program rules or state and federal grant funding guidelines. Such proposed cost not allowable by program rules or grant funding guidelines will be removed from the budget prior to award;
- the 20% matching contribution has not been clearly demonstrated,
- any proposed services and activities are unallowable (see Part 2, Paragraph 2.1); or
- the evaluation team determines an amount more equitable. If the total amount of funding applied for by all eligible applicants, who receive more than 70 points, is more than two million dollars, the evaluation team will equitably distribute all available funding among these eligible applicants, using scores and amount of funding applied for.

10.2 Scoring Values:

Problem Statement – 20 pts

Program Design and Implementation – 40 pts

Sustainability and Evaluation Plan – 10 pts

Budget Detail – 20 pts

Budget Narrative – 10 pts

- 10.3 Bonus points will be awarded when two or more agencies collaborate to provide a multidisciplinary approach within a geographic region of NH to address any or all of the three priority areas indicated in part 6 above. (up to 5 bonus points)  
In this instance, the application shall be submitted by a lead agency and the budget should include funding for additional collaborating agencies under the contractual line of the budget.  
Bonus:  
Agency Collaboration +5 pts.

The NH Victims Needs Assessment Survey highlights the need for more consistent linkages to services and navigation of the health and social service systems. This subgrant is an opportunity to collaboratively design services at the local or regional level, to support emerging and /or new innovations that improve and enhance victim access to services through a variety of cross-sector victim service partnerships. For instance, this

may include community and faith-based organizations, victim service providers, criminal justice agencies, and regional public health networks. We are especially interested in reaching the populations that are most vulnerable, marginalized and those who traditionally have barriers to accessing services.

- 10.4 The highest scored applicants will be recommended for funding to the Attorney General, until the total of two million dollars has been awarded or there are no additional qualified applicants to consider. Awards are contingent upon approval of the Attorney General and the Governor and Executive Council. Successful applicants will be notified by January 17, 2020 of the amount of funding, if any, that will be awarded to the applicant for the period of July 1, 2020 through June 30, 2022.

### ***Part 11. Subrecipient Requirements***

- 11.1 Successful Applicants must meet the following requirements before the Agency may enter into a Grant Agreement. The Agency will provide technical assistance in completing these requirements if needed, after notification of selection and prior to receipt of award.

11.1.1 Applicants must obtain a **DUNS** (Data Universal Numbering System) number prior to submitting an application. <http://fedgov.dnb.com/webform>

11.1.2 Applicants are required to register, and renew annually, with the System for Award Management (**SAM**). <https://www.sam.gov/sam/>

11.1.3 Certifications: The following Certifications must be signed and included with the VOCA Grant Agreement, if awarded:

- Certification regarding debarment, suspension, ineligibility, and voluntary exclusion.
- Certification of need for waiver of Volunteer Hours Requirement (if applicable)
- Certification of need to accept Program Income (if applicable).
- Certification of Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements.

11.2 If selected for funding, successful applicants (“subgrantees”) must meet the following requirements as a condition of reimbursement and continued funding:

11.2.1 Subgrantees will be required to file **quarterly expenditure reports** and to provide back-up documentation upon request.

11.2.2 Subgrantees will be required to file **quarterly and annual performance reports** online through the Office of Justice Programs, Performance Measurement Tool “OJP PMT” and Subgrant Award Report “SAR”.

11.2.3 NH Department of Justice will conduct regular **desk reviews** and **biennial on-site monitoring visits** with all subgrantees.

11.2.4 Reimbursement to Subgrantees for allowable expenses will be contingent upon the Subgrantee's adherence to the Program Guidelines and Conditions, which may be verified through desk reviews or on-site monitoring.

***Part 12. Additional Terms***

- 12.1. RFP Addendum -The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.
- 12.2. Public Disclosure - Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to Governor & Executive Council pursuant to this RFP, the Agency will post the name, rank or score of each proposer.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/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. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that

unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers.

- 12.3. Non-Commitment - Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.
- 12.4. Ethical Requirements - From the time this RFP is published until a contract is awarded, no bidder 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 RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder 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 bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder 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.
- 12.5. Agency Rights - The Agency reserves the right to waive minor or immaterial deviations from the RFP requirements, if deemed to be in the best interest of the State.

### ***Part 13. Contact Information***

- 13.1 From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Agency regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any applicant during the selection process, unless otherwise authorized by the RFP Points of Contact. Questions related to this request for grant proposal should be sent to the RFP Point of Contact Tanya Pitman, VOCA Administrator, at [Tanya.Pitman@doj.nh.gov](mailto:Tanya.Pitman@doj.nh.gov) or (603) 271-1261.

# Appendix A

## GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

1.1. State Agency Name		1.2. State Agency Address	
1.3. Subrecipient Name		1.4. Subrecipient Address	
1.5 Subrecipient 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	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
<i>Subrecipient Signature 2 If Applicable</i>		<i>Name &amp; Title of Subrecipient Signor 2 If Applicable</i>	
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/she 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)		1.15. Name & Title of State Agency Signor(s)	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
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 Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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 Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
  - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 (“the effective date”).
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as “the Completion Date”).
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
  - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
  - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient 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 three (3) years after the Completion Date, at any time during the Subrecipient’s normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, “Subrecipient” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
  - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
  - 8.2. The Subrecipient 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.
  - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
  - 9.1. As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
  - 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
  - 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
  - 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
  - 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
  - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):
    - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
    - 11.1.2 Failure to submit any report required hereunder; or
    - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
    - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
  - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
    - 11.2.1 Give the Subrecipient 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 Subrecipient notice of termination; and
    - 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
    - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
    - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
  - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
  - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
  - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient’s breach of its obligations hereunder.
  - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, 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 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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 Subrecipient 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 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. 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 Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.