

6- 7/29/26

July 10, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Requested Action

This requested action is to authorize the Governor's Office of New Opportunities & Rural Transformational Health (GO-NORTH) to utilize the attached template Planning Grant Agreement to enter into Planning Grant Agreements with municipalities, county-operated health care facilities, federally qualified health centers, critical access hospitals, and rural dental provider organizations (Eligible Organizations). This template has been approved as to form and substance only by the Attorney General's Office.

Subject to approval of this requested action, GO-NORTH is authorized to utilize the attached template Planning Grant Agreement to make unencumbered federal payments of up to \$50,000 per Planning Grant Agreement in a total amount across all Planning Grant Agreements not to exceed \$2,000,000. This requested action shall be effective upon Governor & Council approval through September 30, 2027. **100% Federal funds.** GO-NORTH will seek Governor & Council approval to replenish or exceed the amount of GO-NORTH Planning Grant funding authorized or to change the terms and conditions of the Planning Grant Agreement, except for information specific to the Eligible Organization.

Funds are available in the following account, 74-500585, for State Fiscal Year 2027, and are anticipated to be available upon CMS approval of New Hampshire's annual award, acceptance of funds by the Fiscal Committee of the General Court and the Governor and Executive Council and with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified. FY 2027 01-02-02-020310-60840000-074-500585 - \$2,000,000

Explanation

The purpose of this request is to authorize the Governor's Office of New Opportunities & Rural Transformational Health (GO-NORTH) to enter into Planning Grant Agreements with Eligible Organizations to build the capacity and readiness to engage in sustainable transformational change. Each Planning Grant will provide up to \$50,000 to an Eligible Organization to engage in planning and early implementation activities aligned with GO-NORTH's five rural health transformational initiatives:

1. Population Health to support healthier rural communities
2. Access
3. Workforce
4. Technology to support high quality cost-effective care
5. Financial Sustainability

Eligible Organizations will use Planning Grant awards to develop project plans that are aligned with the five investment criteria to receive GO-NORTH funding, which are:

1. Transformational impact
2. Strength of project plan
3. Achieve meaningful outcomes
4. Long-term impact to rural communities
5. Sustainability

To qualify for a Planning Grant Agreement, an applicant must be a municipality, county-operated health care facility, federally qualified health center, critical access hospital, or rural dental provider organizations and commit to planning for a project aligned with GO-NORTH 5 Rural Health Transformation initiatives that will make a meaningful impact in a rural region, as defined by HRSA (<https://data.hrsa.gov/topics/rural-health/rural-health-eligibility>).

GO-NORTH will monitor activities conducted under the Planning Grant Agreements and support implementation through:

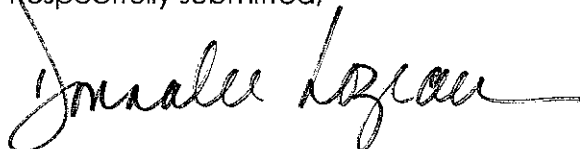
- A Planning Grants Policy manual to provide guidance on the types of permissible projects and ensure federal funding compliance with the Centers for Medicaid and Medicare Services (CMS).
- Regular communications and technical assistance support for Eligible Organizations;
- Disbursing Planning Grant Awards through 3 deliverable based payments – (1) 25% upon execution of the Planning Grant Agreement; (2) 50% upon completion of a interim planning report; and (3) the remainder upon completion and submission of the Eligible Organization's proposed project plan.

Planning Grant applications and awards will be received and issued on a rolling basis until the total aggregate funding for Planning Grant awards is utilized. Based on demand and CMS approval GO-NORTH will seek Governor and Council approval to exceed the initial authorized amount of \$2 Million.

Approval of this proposed Grant Agreement is essential to allow GO-NORTH to support Eligible Organizations to access and benefit from GO-NORTH Rural Health Transformation funds to improve the health of rural residents in New Hampshire.

We appreciate your consideration.

Respectfully submitted,



Donnalee Lozeau, Director
Governor's Office of New Opportunities & Rural
Transformational Health

**Governor's Office of New Opportunities & Rural Transformational Health
Planning Grant Agreement**

This Planning Grant Agreement dated [INSERT DATE] (the "Grant Agreement"), is entered into by and between the Governor's Office of New Opportunities and Rural Transformational Health ("GO-NORTH") and [INSERT ELIGIBLE ORGANIZATION NAME], with a principal place of business at [INSERT ELIGIBLE ORGANIZATION ADDRESS], (the "Eligible Organization"). GO-NORTH and the Eligible Organization are sometimes referred to herein singularly as a "Party" or collectively as the "Parties."

PURPOSE

WHEREAS, the Centers for Medicare & Medicaid Services ("CMS") has established the Rural Health Transformation Program ("RHT"), a competitive federal grant program intended to support states and rural communities to transform rural healthcare systems through sustainable investments that strengthen rural health care delivery and access, improve health outcomes, advance prevention and population health strategies, and strengthen the rural healthcare workforce.

WHEREAS, CMS approved New Hampshire's RHT plan and awarded New Hampshire over \$204 Million in RHT funds for the first of five budget periods.

WHEREAS, the purpose of this Grant Agreement is to authorize municipalities, county-operated health care facilities, federally qualified health centers, critical access hospitals, and rural dental provider organizations to receive RHT funds from GO-NORTH to engage in planning and early implementation activities (the "Planning Grant Activities") that build organizational capacity and readiness to receive GO-NORTH RHT funding and to implement sustainable, transformational change aligned with GO-NORTH's Five RHT initiatives approved by CMS: improve population health and support healthier rural communities, expand rural health care access, strengthen the rural healthcare workforce, expand the use of technology, and support the financial sustainability of rural healthcare providers (collectively, the "Five GO-NORTH Initiatives"). This includes, but is not limited to developing partnerships, assessing community needs, refining project plans, and strengthening the necessary systems for long-term success.

WHEREAS, the Eligible Organization has submitted an application (the "Application"), on [INSERT APPLICATION DATE], to receive RHT Funds from GO-NORTH to carryout Planning Grant Activities to develop a proposal and project plan to carryout rural health care project(s) aligned with one of New Hampshire's Five GO-NORTH Initiatives and located in a rural region as defined by Health Resources Services Administration (the "HRSA") (<https://data.hrsa.gov/topics/rural-health/rural-health-eligibility>), and GO-NORTH desires to accept the Application and award RHT funds to the Eligible Organization for the purpose of carrying out the Planning Grant Activities.

WHEREAS, this Grant Agreement defines the terms and conditions under which the Eligible Organization will carry out Planning Grant Activities to develop a proposal and project plan aligned with one of the Five GO-NORTH Initiatives and to support the Eligible Organization to effectively leverage RHT funds from GO-NORTH to achieve sustainable, transformational change in rural health in New Hampshire.

1. **TERM.** This Grant Agreement is effective upon the signature of both Parties, and the completion date is [INSERT COMPLETION DATE], unless terminated earlier in accordance with the terms and conditions of this Grant Agreement.

2. **SCOPE OF SERVICES.** The Eligible Organization agrees to carry out the Planning Grant Activities to develop a proposal and project plan to carryout rural health care project(s) that are (i) aligned with one of New Hampshire's Five GO-NORTH Initiatives; and (ii) located in a rural region as defined by HRSA (<https://data.hrsa.gov/topics/rural-health/rural-health-eligibility>). Eligible Organization agrees and understands that Eligible Organization's acceptance and execution of this Grant Agreement and acceptance of any part of the Grant Award (defined in Section 3 below) does not guarantee the funding of the Eligible Organization's proposal by GO-NORTH, one of GO-NORTH's Hubs, or any other GO-NORTH contractor or sub-recipient. The Application is incorporated into this Grant Agreement by reference.

In carrying out the Planning Grant Activities, the Eligible Organization agrees to comply with all terms and conditions of New Hampshire's CMS approved RHT plan, and the terms and conditions of CMS's RHT program, which are also incorporated into this Grant Agreement by reference.

In carrying out the proposal set forth in the Application, the Eligible Organization further agrees to comply with all terms and conditions of the *GO-NORTH Planning Grant Policy Manual* located on the GO-NORTH website www.gonorth.nh.gov, which is also incorporated into this Grant Agreement by reference. The *GO-NORTH Planning Grant Policy Manual* may be updated by GO-NORTH from time to time. Any updates to the *GO-NORTH Planning Grant Policy Manual* shall be consistent with the terms of NH's CMS approved RHT plan and the terms and conditions of CMS's RHT program. GO-NORTH shall provide the Eligible Organization with a copy or notice of each updated version of the *GO-NORTH Planning Grant Policy Manual*.

In the event of any conflict between the terms of this Grant Agreement (including any and all attachments, schedules, and amendments thereto), the terms of the Application, the terms of the GO-NORTH Planning Grant Policy Manual, the terms and conditions of CMS's RHT program, and the terms of New Hampshire's CMS approved RHT plan, the controlling priority shall be as follows: (1) the terms and conditions of CMS's RHT program; (2) the terms of New Hampshire's CMS approved RHT plan; (3) the terms of this Grant Agreement; (4) the terms of the GO-NORTH Planning Grant Policy Manual; and (5) the terms of the Application.

The Eligible Organization shall maintain the organizational capacity, including staffing, to carry out the Planning Grant Activities in accordance with this Grant Agreement and the *GO-NORTH Planning Grant Policy Manual*.

3. **PAYMENT CONDITIONS AND FEE SCHEDULE.** In accordance with the Application, this Grant Agreement, and the *GO-NORTH Planning Grant Policy Manual* the Eligible Organization is eligible to receive up to [INSERT PLANNING GRANT AMOUNT, NOT TO EXCEED \$50,000] (the "Grant Award") to carry out the Planning Grant Activities.

GO-NORTH will pay the Grant Award in three payments based on completion of the deliverables set forth below and as further detailed in the ***GO-NORTH Planning Grant Policy Manual***.

Payment 1: 25% of the Grant Award is payable as of the execution of this Grant Agreement.

Payment 2: 50% of the Grant Award is payable upon completion and submission to GO-NORTH of the Eligible Organization's interim planning report, due sixty (60) calendar days from the Effective Date of this Grant Agreement.

Payment 3: The remainder of the Grant Award is payable upon completion and submission to GO-NORTH, of the Eligible Organization's proposed project plan to build organizational capacity and readiness to apply and utilize RHT funds to implement sustainable, transformational change aligned with the State of New Hampshire's CMS approved RHT plan.

The Eligible Organization shall submit an invoice to GO-NORTH with evidence of the Eligible Organization's completion of each deliverable. All invoices and supporting documentation shall be emailed to GO-NORTH at the following address: Emily.A.Larson@go-north.nh.gov

4. CONDITIONAL NATURE OF AGREEMENT. The Eligible Organization acknowledges and agrees that this is a fee-for-service agreement with an aggregate price limitation applicable to multiple Eligible Organizations, and that no additional funds will be paid to the Eligible Organization once the price limitation is reached.

Notwithstanding any provision of this Grant Agreement, all obligations of GO-NORTH hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall GO-NORTH be liable for any payments hereunder in excess of such available, appropriated funds. In the event any state or federal legislative, regulatory, or executive action reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Grant Agreement, in whole or in part, GO-NORTH shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate this Grant Agreement immediately upon giving the Eligible Organization notice of such reduction or termination. GO-NORTH shall not be required to transfer funds from any other account or source in the event funds are reduced or unavailable.

5. COMPLIANCE BY ELIGIBLE ORGANIZATION WITH LAWS AND REGULATIONS. The Eligible Organization 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 Eligible Organization, including, but not limited to the Health Insurance Portability and Accountability Act, Public Law 104-191, and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, the

Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the United States issue to implement these regulations. The Eligible Organization shall also comply with all applicable intellectual property laws.

During the term of this Grant Agreement, the Eligible Organization shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Eligible Organization shall ensure any subcontractors comply with these nondiscrimination requirements.

No payments or transfers of value by the Eligible Organization or its representatives in connection with this Grant Agreement have been or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

The Eligible Organization agrees to permit GO-NORTH or United States access to any of the Eligible Organization's books, records, and accounts related to the Planning Grant Activities for the purpose of ascertaining compliance with this Grant Agreement and all rules, regulations and orders pertaining to the covenants, terms, and conditions of this Grant Agreement.

6. PERSONNEL. The Eligible Organization warrants and represents that all personnel engaged in the Planning Grant Activities shall be qualified to perform the Planning Grant Activities and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7. RIGHT OF TERMINATION/EVENT OF DEFAULT. This Grant Agreement may be terminated by either Party for any reason by providing a thirty (30) day written notice to the other Party.

Any one of the following acts or omissions of the Eligible Organization shall constitute an "Event of Default:"

- Failure to perform the Planning Grant Activities satisfactorily or on schedule;
- Failure to submit any report required hereunder; or
- Failure to perform any other covenant, term or condition of this Grant Agreement.

Upon the occurrence of any Event of Default, GO-NORTH may take any one of the following actions:

- Give the Eligible Organization a written notice specifying the Event of Default, and requiring it to be remedied no later than thirty (30) days from the date of the notice, unless a greater or lesser deadline is specified by GO-NORTH; and if the Event of Default is not remedied in a timely manner, terminate this Grant Agreement, effective two (2) calendar days after giving the Eligible Organization notice of termination; or
- Give the Eligible Organization a written notice specifying the Event of Default, treat this Grant Agreement as breached, terminate this Grant Agreement and pursue any of its remedies at law or in equity, or both.

GO-NORTH's failure to enforce its rights with respect to any single or continuing breach of this Grant Agreement shall not act as a waiver of the right of GO-NORTH to later enforce any such rights or to enforce any other or any subsequent breach.

8. ELIGIBLE ORGANIZATION'S RELATION TO GO-NORTH. In the performance of this Grant Agreement, the Eligible Organization is, in all respects, an independent contractor, and is neither an agent nor an employee of GO-NORTH. Neither the Eligible Organization nor any of its officers, employees, agents or members shall have authority to bind GO-NORTH or receive any benefits, worker's compensation, or other emoluments provided by GO-NORTH to its employees.

9. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Eligible Organization shall provide GO-NORTH written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Grant Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of GO-NORTH. None of the Services shall be subcontracted by the Eligible Organization without prior written notice and consent of GO-NORTH. GO-NORTH 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.

10. INDEMNIFICATION. The Eligible Organization shall indemnify, defend, and hold harmless GO-NORTH, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Grant Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against GO-NORTH, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Eligible Organization, its employees, agents, or subcontractors. GO-NORTH shall not be liable for any costs incurred by the Eligible Organization arising under this Section 10. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of GO-NORTH's sovereign immunity, which immunity is hereby reserved to GO-NORTH. This covenant in Section 10 shall survive the termination of this Grant Agreement.

11. INSURANCE/WORKERS' COMPENSATION. General Liability: The Eligible Organization shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force 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. Upon request by GO-NORTH the Eligible Organization shall furnish to GO-NORTH a certificate of insurance and shall provide a certificate of insurance for all renewals of insurance required under this Grant Agreement.

Worker's Compensation: By signing this Grant Agreement, the Eligible Organization agrees, certifies, and warrants that the Eligible Organization is in compliance with or exempt from, the requirements of NH RSA Chapter 281-A. To the extent the Eligible Organization is subject to the

requirements of RSA 281-A, the Eligible Organization shall provide GO-NORTH with proof of Worker's Compensation and any renewals thereof.

12. **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 below.

13. **CHOICE OF LAW AND FORUM.** This Grant Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire, except where the Federal supremacy clause requires otherwise. The wording used in this Grant 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 Grant Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

14. **THIRD PARTIES.** This Grant Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, expressed or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

16. **ENTIRE AGREEMENT.** This Grant 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.

GO-NORTH

Signature and Title

Date

ELIGIBLE ORGANIZATION NAME

Address

Signature and Title

Date