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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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March 14, 2025

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to enter into **Sole Source** amendments to existing grant agreements with twelve Grantees listed below **in bold** for the continued development and implementation of opioid abatement programs, by exercising contract renewal options by increasing the total price limitation by $4,652,635 from $6,983,325 to $11,635,960 and extending the completion date for Manchester Police Department from May 31, 2025 to June 30, 2027, effective June 1, 2025, upon Governor and Council approval, and extending the completions dates for all other vendors listed below **in bold** from May 3, 2025 to June 30, 2027, effective May 4, 2025, upon Governor and Council approval. 100% Other Funds (Opioid Abatement Trust Fund).

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Archways** (Tilton, NH)	310158-B001	Central, NH	$284,034	$0	$284,034	O: 5/3/23 (Item #13)
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	**167081-B001**	**Greater Nashua**	**$353,350**	**$382,796**	**$736,146**	**O: 5/3/23 (Item #13)**
County of Cheshire (Keene, NH)	**177372-B001**	**Cheshire County**	**$173,888**	**$188,378**	**$362,266**	**O: 5/3/23 (Item #13)**
County of Merrimack (Boscawen, NH)	**177435-B001**	**Merrimack County**	**$209,365**	**$226,813**	**$436,178**	**O: 5/3/23 (Item #13)**
County of Sullivan*	177482-B004	Sullivan County	$453,847	$0	$453,847	O: 5/3/23 (Item #13)

(Newport, NH)						
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	$0	$800,000	O: 5/3/23 (Item #13)
Elliot Hospital of the City of Manchester (Manchester, NH)	**177179-B005**	**Statewide**	**$200,000**	**$216,666**	**$416,666**	**O: 5/3/23 (Item #13)**
SOS Recovery Community Organization, Inc. (formerly known as) Greater Seacoast Community Health** (Somersworth, NH)	166629-B001	Statewide	$575,737	$0	$575,737	O: 5/3/23 (Item #13)
Hope on Haven Hill, Inc. (Somersworth, NH)	**275119-B001**	**Statewide**	**$269,645**	**$292,115**	**$561,760**	**O: 5/3/23 (Item #13)**
Makin' It Happen Coalition for Resilient Youth, Inc. (Manchester, NH)	**319209-B001**	**Greater Manchester**	**$574,350**	**$622,212**	**$1,196,562**	**O: 5/3/23 (Item #13)**
Manchester Police Department (Manchester, NH)	**177433 - B004**	**Manchester, NH**	**$160,000**	**$166,667**	**$326,667**	**O: 5/31/23 (Item #14)**
Mid-State Health Center (Plymouth, NH)	**158055-B001**	**Southern Grafton County**	**$217,028**	**$235,114**	**$452,142**	**O: 5/3/23 (Item #13)**
New Hampshire Harm Reduction Coalition (Dover, NH)	**330454-B001**	**Statewide**	**$875,000**	**$947,916**	**$1,822,916**	**O: 5/3/23 (Item #13)**

North Country Health Consortium (Littleton, NH)	**158557-B001**	**North Country**	**$545,998**	**$591,498**	**$1,137,496**	**O: 5/3/23 (Item #13) A1: 4/10/24 (Item #5B) A2: 12/18/24 (Item #15)**
The Upper Room, A Family Resource Center (Derry, NH)	**174210-B001**	**Greater Derry, NH**	**$264,000**	**$286,000**	**$550,000**	**O: 5/3/23 (Item #13)**
TLC Family Resource Center** (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	$0	$568,813	O: 5/3/23 (Item #13)
Weeks Medical Center (Lancaster, NH)	**177171-B001**	**Coos and Upper Grafton County**	**$458,270**	**$496,460**	**$954,730**	**O: 5/3/23 (Item #13)**
		Total:	**$6,983,325**	**$4,652,635**	**$11,635,960**	

*Contract expired on May 3, 2024

**Contracts will expire on May 3, 2025

Funds are available in the following accounts for State Fiscal Year 2025, and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, 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.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the completion dates beyond the available renewal options and add funding as directed by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Grantees were previously awarded these grants through a competitive bid process, on behalf of the Commission.

The purpose of this request is for the Grantees to continue to develop and implement the approved opioid abatement projects approved by the Commission, and to extend the completion dates beyond the available renewal options by one (1) month for Manchester Police Department

and by two (2) months for all other vendors listed above **in bold** in order to align the completion dates with the end date of the state fiscal year cycle, which is June 30.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will continue to develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will continue to monitor services by reviewing annual reports and conducting regular meetings with the Grantees.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions of the original agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the two (2) years available, plus an additional one (1) month for Manchester Police Department and an additional two (2) months for all other vendors listed above **in bold**.

Should the Governor and Executive Council not authorize this request, individuals, families and communities across the state may experience delays in accessing prevention, treatment and recovery services related to OUDs and any co-occurring SUD/MH issues.

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Commissioner

New Hampshire Department of Health and Human Services
Fiscal Details Sheet

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$ 23,670.00	$0.00	$ 23,670.00
2024	102-500731	Contracts for Program Services	92053950	$ 142,017.00	$0.00	$ 142,017.00
2025	102-500731	Contracts for Program Services	92053950	$ 118,347.00	$0.00	$ 118,347.00
		Sub Total		$ 284,034.00	$0.00	$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$29,021.00	$0.00	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00	$0.00	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00	$29,446.00	$174,550.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$176,675.00	$176,675.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$176,675.00	$176,675.00
		Sub Total		$353,350.00	$382,796.00	$736,146.00

County of Cheshire- Cheshire County Drug Court Recovery — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$14,491.00	$0.00	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$86,944.00	$0.00	$86,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00	$14,490.00	$86,943.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$86,944.00	$86,944.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$86,944.00	$86,944.00
		Sub Total		$173,888.00	$188,378.00	$362,266.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$17,152.00	$0.00	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00	$0.00	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00	$17,448.00	$103,206.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$104,682.00	$104,682.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$104,683.00	$104,683.00
		Sub Total		$209,365.00	$226,813.00	$436,178.00

County of Sullivan — VDR - 177482 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$75,641.00	$0.00	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00	$0.00	$378,206.00
		Sub Total		$453,847.00	$0.00	$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$500,000.00	$0.00	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00	$0.00	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00	$0.00	$150,000.00
		Sub Total		$800,000.00	$0.00	$800,000.00

Elliot Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$16,667.00	$0.00	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00	$0.00	$100,000.00

2025	102-500731	Contracts for Program Services	92053950	$83,333.00	$16,666.00	$99,999.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$100,000.00	$100,000.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$100,000.00	$100,000.00
		Sub Total		$200,000.00	$216,666.00	$416,666.00

SOS Recovery Community Organization, Inc. (formerly known as Greater — VDR - 458264 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$43,227.00	$0.00	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00	$0.00	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00	$0.00	$216,135.00
		Sub Total		$575,737.00	$0.00	$575,737.00

Hope On Haven Hill, Inc. — VDR - 275119 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$27,608.00	$0.00	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00	$0.00	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00	$22,470.00	$160,508.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$134,822.00	$134,822.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$134,823.00	$134,823.00
		Sub Total		$269,645.00	$292,115.00	$561,760.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$45,492.00	$0.00	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00	$0.00	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00	$47,862.00	$275,320.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$287,175.00	$287,175.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$287,175.00	$287,175.00
		Sub Total		$574,350.00	$622,212.00	$1,196,562.00

Manchester Police Department — VDR - 177433 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$6,667.00	$0.00	$6,667.00
2024	102-500731	Contracts for Program Services	92053950	$80,000.00	$0.00	$80,000.00
2025	102-500731	Contracts for Program Services	92053950	$73,333.00	$6,667.00	$80,000.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$80,000.00	$80,000.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$80,000.00	$80,000.00
		Sub Total		$160,000.00	$166,667.00	$326,667.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$23,371.00	$0.00	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00	$0.00	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00	$18,086.00	$134,943.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$108,514.00	$108,514.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$108,514.00	$108,514.00
		Sub Total		$217,028.00	$235,114.00	$452,142.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$62,500.00	$0.00	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00	$0.00	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00	$72,916.00	$385,416.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$437,500.00	$437,500.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$437,500.00	$437,500.00
		Sub Total		$875,000.00	$947,916.00	$1,822,916.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$43,964.00	$0.00	$43,964.00

2024	102-500731	Contracts for Program Services	92053950	$196,000.00	$0.00	$196,000.00
2025	102-500731	Contracts for Program Services	92053950	$306,034.00	$45,500.00	$351,534.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$272,999.00	$272,999.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$272,999.00	$272,999.00
		Sub Total		$545,998.00	$591,498.00	$1,137,496.00

The Upper Room, A Family Resource Center VDR - 174210 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$22,000.00	$0.00	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00	$0.00	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00	$22,000.00	$132,000.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$132,000.00	$132,000.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$132,000.00	$132,000.00
		Sub Total		$264,000.00	$286,000.00	$550,000.00

TLC Family Resource Center VDR - 170625 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$48,810.00	$0.00	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00	$0.00	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00	$0.00	$244,052.00
		Sub Total		$568,813.00	$0.00	$568,813.00

Weeks Medical Center VDR - 1177171 -

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$40,773.00	$0.00	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00	$0.00	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00	$38,190.00	$242,052.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$229,135.00	$229,135.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$229,135.00	$229,135.00
		Sub Total		$458,270.00	$496,460.00	$954,730.00

Overall Total	$6,983,325.00	$4,652,635.00	$11,635,960.00

Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Current Price Limitation	Increase / Decrease	Revised Price Limitation
2023	102-500731	Contracts for Program Services	92053950	$ 1,041,054.00	$0.00	$1,041,054.00
2024	102-500731	Contracts for Program Services	92053950	$ 3,339,007.00	$0.00	$3,339,007.00
2025	102-500731	Contracts for Program Services	92053950	$ 2,603,264.00	$351,741.00	$2,955,005.00
2026	102-500731	Contracts for Program Services	92053950	$0.00	$2,150,446.00	$2,150,446.00
2027	102-500731	Contracts for Program Services	92053950	$0.00	$2,150,448.00	$2,150,448.00
		Sub Total		$6,983,325.00	$4,652,635.00	$11,635,960.00

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Boys & Girls Club of Greater Nashua, Inc. ("Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on May 3, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $736,146

3. Modify Exhibit B, Scope of Services; Section 1.5. lead in paragraph only, to read:

   1.5. The Grantee must act as a Facilitating Organization, in collaboration with Camp Mariposa, Nashua Police Athletic League (PAL), and the Nashua-based Girls, Inc., to ensure the services provided through this Agreement:

4. Modify Exhibit B, Scope of Services; Section 1.6.1. lead in paragraph only, to read:

   1.6.1. The Grantee must ensure clinical mental health and substance use prevention services integrate and strengthen behavioral health supports for youth-serving organizations, including, but not limited to:

5. Modify Exhibit B, Scope of Services; Section 1.6.2., to read:

   1.6.2. The Grantee must ensure a Youth Assistance Program (YAP) Counselor is embedded in its programs. The Grantee must ensure the YAP Counselor:

      1.6.2.1. Works under the supervision of a Licensed Clinical Mental Health Counselor;

      1.6.2.2. Receives training and support;

      1.6.2.3. Offers one-on-one counseling, group counseling sessions, and evidence-based substance use prevention and education programming to youth;

6. Modify Exhibit B, Scope of Services; Sections 1.7.1., to read:

   1.7.1. The Grantee must ensure the following minimum number of staff, from the collaborating partners listed below, complete the training and exams to become Certified Prevention Specialists:

      1.7.1.1. Boys & Girls Club of Greater Nashua = nine (9);

      1.7.1.2. Nashua Police Athletic League = two (2); and

      1.7.1.3. Girl's Inc. Nashua = two (2).

7. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the

fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

8. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

Contractor Initials DS CF
Date 3/14/2025

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 4, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/14/2025
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63448...
Name: Katja S. Fox
Title: Director

Boys & Girls Club of Greater Nashua, Inc.

3/14/2025
Date

DocuSigned by:
Craig Fitzgerald
6B99DB57AF1C488...
Name: Craig Fitzgerald
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/17/2025
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

C-3, Budget – Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Boys & Girls Club of Greater Nashua, Inc.
Budget Request for:	Opioid Abatement Programs
Budget Period	5/4/25-6/30/25
Indirect Cost Rate (if applicable)	0.00%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (Summer Camp Scholarships)	$29,446
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$29,446
Total Indirect Costs	$0
TOTAL	$29,446

Contractor Initials: CF (DS)

Date: 3/14/2025

Exhibit C-4, Budget – Amendment #1

New Hampshire Department of Health and Human Services		
Contractor Name:	Boys & Girls Club of Greater Nashua, Inc.	
Budget Request for:	Opioid Abatement Programs	
Budget Period:	SFY 2026 - SFY 2027	
Indirect Cost Rate (if applicable)	0.00%	
Line Item	**Program Cost - Funded by DHHS - SFY 26**	**Program Cost - Funded by DHHS - SFY 27**
1. Salary & Wages	$126,927	$130,735
2. Fringe Benefits	$31,732	$32,684
3. Consultants	$6,000	$6,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$5,708	$949
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$0	$0
6. Travel	$0	$0
7. Software	$1,308	$1,308
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$5,000	$5,000
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$176,675	$176,675
Total Indirect Costs	$0	$0
Subtotals	$176,675	$176,675
	TOTAL	**$353,350**

Contractor Initials: CF DS

Date: 3/14/2025

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BOYS & GIRLS CLUB OF GREATER NASHUA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 13, 1966. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **61588**

Certificate Number: **0006198434**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of April A.D. 2023.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Michael Gallagher, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Boys & Girls Club of Greater Nashua.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 29, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Craig Fitzgerald, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Boys & Girls Club of Greater Nashua, Inc to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: March 13, 2025

Signed by:
Michael Gallagher
3210581BE3D74B7...
Signature of Elected Officer
Name: Michael Gallagher
Title: Board President

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Maureen Curran	
Brown & Brown Insurance Services, Inc. 980 Washington Street Suite 325 Dedham MA 02026	PHONE (A/C, No, Ext): (781) 455-6664	FAX (A/C, No):
	E-MAIL ADDRESS: maureen.curran@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Boys & Girls Club of Greater Nashua One Positive Place Nashua NH 03060	INSURER B : Granite State Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL2531076626 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2571048	07/01/2024	07/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2571055	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured &	$ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		P0215HCHS2025	01/01/2025	01/01/2026	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Customer Certificate Holders

CERTIFICATE HOLDER	CANCELLATION
State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 18, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-86, in an amount not to exceed $6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date*.
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	96 Months from G&C approval**

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	24 Months from G&C approval
		Total	**$6,541,114**	

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*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 96-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

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The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing, prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00
		Sub Total		$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00
		Sub Total		$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$88,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00
		Sub Total		$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00
		Sub Total		$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00
		Sub Total		$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title 100,000	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00
		Sub Total		$800,000.00

Elliott Hospital — VDR - 177178 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00
		Sub Total		$200,000.00

Greater Seacoast Community Health — VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00
		Sub Total		$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00
		Sub Total		$269,645.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00
		Sub Total		$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00
		Sub Total		$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00
		Sub Total		$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00
		Sub Total		$263,787.00

The Upper Room, A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00
		Sub Total		$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00
		Sub Total		$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00
		Sub Total		$458,270.00

Overall Total	$6,541,114.00

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Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00
		Sub Total		$6,541,114.00

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RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

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County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Reearch & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-02)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Boys & Girls Club of Greater Nashua, Inc.		1.4. Grantee Address One Positive Place Nashua, NH 03060	
1.5 Grantee Phone # (603) 883-0523	1.6. Account Number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation $353,350
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"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. Grantee Signature 1 DocuSigned by: Craig Fitzgerald 4/7/2023		1.12. Name & Title of Grantee Signor 1 Craig Fitzgerald Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Katja S. Fox 4/10/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 4/11/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS CF
Date 4/7/2023

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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.

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 Grantee 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 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.

12.4. 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.

13. 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

Contractor Initials DS CF

Date 4/7/2023

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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DS CF

Date: 4/7/2023

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission), in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86 and as described in this Agreement.

1.2. The Grantee must ensure services are available in the Greater Nashua Area.

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. The Grantee must act as a Facilitating Organization, in collaboration with The Youth Council (TYC), Nashua Police Athletic League (PAL), and the Nashua-based Girls, Inc., to ensure the services provided through this Agreement:

1.5.1. Promote healthy, drug-free lifestyles;

1.5.2. Reduce isolation;

1.5.3. Build participant skills and confidence;

1.5.4. Enhance participant strengths;

1.5.5. Promote positive outcomes; and

1.5.6. Facilitate community-based prevention efforts.

1.6. Youth Assistance Program

1.6.1. The Grantee must ensure TYC's clinical mental health and substance use prevention services integrate and strengthen behavioral health supports for youth-serving organizations, including, but not limited to:

1.6.1.1. On-site mental health counseling.

1.6.1.2. Academic support.

1.6.1.3. Substance use prevention education.

1.6.1.4. Referrals of identified youth to behavioral health treatment programs.

1.6.2. The Grantee must ensure a Youth Assistance Program (YAP) Counselor, provided by TYC, is embedded in its programs. The Grantee must ensure the YAP Counselor:

1.6.2.1. Works under the supervision of a Licensed Clinical Mental Health Counselor;

1.6.2.2. Receives training and support from TYC's clinical team; DS

1.6.2.3. Offers one-on-one counseling, group counseling sessions, and evidence-based substance use prevention and education programming to youth;

1.6.3. The Grantee must provide access to the YAP counselor as part of its membership package.

1.6.4. The Grantee must ensure youth needing more intensive intervention options are referred to behavioral health providers, as appropriate.

1.7. Staff Development

1.7.1. The Grantee must ensure the following minimum number of staff, from the collaborating partners listed below, complete the training and exams to become Certified Prevention Specialists:

1.7.1.1. Boys & Girls Club of Greater Nashua = two (2);

1.7.1.2. Nashua Police Athletic League = two (2);

1.7.1.3. Girl's Inc. Nashua = two (2); and

1.7.1.4. The Youth Council = seven (7).

1.8. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.9. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.9.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.9.2. Ensure the Department is provided with access that includes, but is not limited to:

1.9.2.1. Data.

1.9.2.2. Financial records.

1.9.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

1.9.2.4. Scheduled access to Grantee principals and staff.

1.10. Reporting

1.10.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.10.1.1. The name, mailing address, and physical address of the Grantee;

1.10.1.2. The time period covered by the report;

1.10.1.3. The date the report was prepared;

1.10.1.4. A detailed account of funding spent on approved uses;

1.10.1.5. The number of individuals served;

1.10.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.10.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.10.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The

preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Boys & Girls Club of Greater Nashua*

Budget Request for: *Opioid Abatement Programs*

Budget Period *12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$108,349
2. Fringe Benefits	$35,376
3. Consultants	$15,720
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,400
5.(a) Supplies - Educational	$5,000
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$480
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$7,600
8. (c) Other - Other (specify below)	
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	**$174,125**
Total Indirect Costs	**$0**
TOTAL	**$174,125**

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New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Boys & Girls Club of Greater Nashua*

Budget Request for: *Opioid Abatement Programs*

Budget Period: *24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)*

Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$111,599
2. Fringe Benefits	$35,376
3. Consultants	$15,720
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$5,000
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$480
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$11,050
8. (c) Other - Other (specify below)	
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$179,225
Total Indirect Costs	$0
TOTAL	$179,225

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4/7/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials DS CF

Date 4/7/2023

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and County of Cheshire ("Grantee ").

WHEREAS, pursuant to an agreement ("Grant Agreement ") approved by the Governor and Executive Council on May 3, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $362,266

3. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 4, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/17/2025
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

County of Cheshire

3/17/2025
Date

Signed by:
Suzanne Bansley
C272BC2587D543E...
Name: Suzanne Bansley
Title: Grants Manager

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/17/2025
Date

DocuSigned by:
Robyn Guarino
74873484494146D...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3, Budget – Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	County of Cheshire
Budget Request for:	Opioid Abatement Programs
Budget Period	5/4/25-6/30/25
Indirect Cost Rate (if applicable)	10.00%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$1,744
2. Fringe Benefits	$806
3. Consultants	$150
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$40
5.(c) Supplies - Pharmacy	$40
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$40
6. Travel	$50
7. Software	$2,200
8. (a) Other - Marketing/ Communications	$180
8. (b) Other - Education and Training	$100
8. (c) Other - Other (Recovery Support Services)	$2,005
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$6,000
Total Direct Costs	$13,355
Total Indirect Cost Rate %	$1,135
TOTAL	$14,490

Contractor Initials: SB (Initial)

Date: 3/17/2025

Exhibit C-4, Budget – Amendment #1

New Hampshire Department of Health and Human Services		
Contractor Name:	County of Cheshire	
Budget Request for:	Opioid Abatement Programs	
Budget Period:	SFY 2026 - SFY 2027	
Indirect Cost Rate (if applicable)	11%	
Line Item	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	$7,420	$41,412
2. Fringe Benefits	$3,430	$19,141
a) professional supervision	$12,240	$3,360
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$2,500	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$240	$240
5.(c) Supplies - Pharmacy	$240	$240
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$240	$240
6. Travel a) local mileage b) overnight	$156	$6,268
7. Software	$10,819	$185
8. (a) Other - Marketing/Communications	$180	$135
8. (b) Other - Education and Training	$600	$2,425
8. (c) Other - Recovery Support Services	$6,744	$2,400
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$32,000	$5,000
Total Direct Costs	$76,809	$81,046
Total Indirect Costs	$10,135	$5,898
Subtotals	$86,944	$86,944
	TOTAL	$173,888

Initial
SB
Contractor Initials:
Date: 3/17/2025

Docusign Envelope ID: B8719442-5180-4869-8908-A589C5F984B1

CERTIFICATE OF AUTHORITY

I, Skipper DiBernardo, Clerk, hereby certify that:
(Name of the County Clerk/County Official)

1. I am a duly elected County Clerk/County Official) of the County of Cheshire, NH.
(County Name)

2. I hereby certify that Terry Clark, Chair or Christopher C. Coates, County Administrator or Suzanne Bansley, Grants Manager (may list more than one person)
(Authorized Signatory)

is authorized on behalf of this county to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/12/25

Skipper DiBernardo

Signature of County Clerk/County Official
Name:Skipper DiBernardo
Title: Clerk

Docusign Envelope ID: B8719442-5180-4869-8908-A589C5F984B1

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431	601	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)**	1/1/2025	1/1/2026	Each Occurrence	$ 2,000,000
☐ **Professional Liability (describe)**			General Aggregate	$ 10,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability**			Combined Single Limit (Each Accident)	
Deductible Comp and Coll: $1,000			Aggregate	
☐ Any auto				
X **Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
☐ **Property (Special Risk includes Fire and Theft)**			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	**By:** *Mary Beth Purcell* **Date:** 3/7/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Docusign Envelope ID: B8719442-5180-4869-8908-A589C5F984B1

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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 18, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-86, in an amount not to exceed $6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date*
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	96 Months from G&C approval**

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	24 Months from G&C approval
		Total	**$6,541,114**	

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*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 96-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

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The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing, prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00
		Sub Total		$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00
		Sub Total		$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$86,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00
		Sub Total		$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00
		Sub Total		$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00
		Sub Total		$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title 100,000	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00
		Sub Total		$800,000.00

Elliott Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00
		Sub Total		$200,000.00

Greater Seacoast Community Health — VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00
		Sub Total		$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00
		Sub Total		$269,645.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00
		Sub Total		$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00
		Sub Total		$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00
		Sub Total		$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00
		Sub Total		$263,787.00

The Upper Room, A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00
		Sub Total		$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00
		Sub Total		$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00
		Sub Total		$458,270.00

Overall Total	$6,541,114.00

Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00
		Sub Total		$6,541,114.00

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RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

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County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Reearch & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion,Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

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FORM NUMBER G-1 (version 11/2021)

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-03)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name County of Cheshire		1.4. Grantee Address 12 Court Street Keene, NH 03431	
1.5 Grantee Phone # (603) 352-8215	1.6. Account Number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation $173,888
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: "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. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1 Christopher C. Coates, County Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Katja S. Fox 4/10/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guerin Assistant Attorney General, On: 4/11/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials CCC
Date 4/6/2023

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 OF 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.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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.

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 Grantee 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 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.

12.4. 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.

13. 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

Contractor Initials CC

Date 4/6/2023

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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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission), in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86 and as described in this Agreement.

1.2. The Grantee must ensure services are available in Cheshire County.

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. The Grantee must provide recovery coaching and recovery support services to violent offenders participating in the Cheshire County Drug Court Program.

1.6. The Grantee must ensure recovery coaching and recovery support services for participants include, but are not limited to:

1.6.1. Direct support or assistance with accessing:

1.6.1.1. Behavioral and mental health supports;

1.6.1.2. Treatment services; and

1.6.1.3. Recovery supports, including peer support.

1.6.2. Referrals to and assistance with accessing services including, but not limited to:

1.6.2.1. Housing.

1.6.2.2. Food.

1.6.2.3. Health care.

1.6.2.4. Transportation.

1.6.2.5. Education and vocational programs.

1.6.2.6. Employment.

1.6.2.7. Other community resources.

1.7. The Grantee must ensure participants have a treatment plan upon entering the program.

1.8. The Grantee must ensure participants have access to individual and group therapies composed of psychoeducational groups, process groups, and curriculum-directed or therapeutic style directed approaches including, but not limited to:

1.8.1. Relapse Response.

1.8.2. Skills Group.

1.8.3. Seeking Safety.

1.8.4. Moral Reconation Therapy.

1.8.5. Helping Men/Women Recover.

1.8.6. Mindfulness Based Relapse Prevention.

1.8.7. Matrix-based Relapse Prevention.

1.8.8. Yoga.

1.9. The Grantee must ensure recovery coaches:

1.9.1. Check in at least weekly with participants;

1.9.2. Attend court hearings and treatment team meetings;

1.9.3. Attend meetings with collaborating partners to be familiar their services in order to make appropriate referrals;

1.9.4. Assist with building up a network of recovery coaches in the community; and

1.9.5. Maintain daily documentation that includes, but is not limited to:

1.9.5.1. Date.

1.9.5.2. Type of service provided.

1.9.5.3. Offender type.

1.9.5.4. Length of service provided.

1.10. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.11. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.11.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.11.2. Ensure the Department is provided with access that includes, but is not limited to:

1.11.2.1. Data.

1.11.2.2. Financial records.

1.11.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

1.11.2.4. Scheduled access to Grantee principals and staff.

1.12. Reporting

1.12.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.12.1.1. The name, mailing address, and physical address of the Grantee;

1.12.1.2. The time period covered by the report;

1.12.1.3. The date the report was prepared;

1.12.1.4. A detailed account of funding spent on approved uses;

1.12.1.5. The number of individuals served;

1.12.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.12.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.12.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with

limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and

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any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subreciplent, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-3, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

which exception has been taken, or which have been disallowed because of such an exception.

BT 1.0 Exhibit C-1, Budget RGA-2023-DBH-01-OPIOI-03

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *County of Cheshire - Cheshire County Drug Court Recovery Support Program*

Budget Request for: *Opioid Abatement Programs*

Budget Period: *12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)*

Indirect Cost Rate (if applicable): 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$11,446
2. Fringe Benefits	$7,164
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$910
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other: Recovery support services	$59,520
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$79,040
Total Indirect Costs	$7,904
TOTAL	$86,944

Grantee initials CCC

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New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *County of Cheshire - Cheshire County Drug Court Recovery Support Program*

Budget Request for: *Opioid Abatement Programs*

Budget Period: *24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)*

Indirect Cost Rate (if applicable): 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$11,446
2. Fringe Benefits	$7,164
3. Consultants	$0
4. Equipment	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$910
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other: Recovery support services	$59,520
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$79,040
Total Indirect Costs	$7,904
TOTAL	$86,944

Grantee initials CCC

Date: 4/6/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and County of Merrimack ("Grantee ").

WHEREAS, pursuant to an agreement ("Grant Agreement approved by the Governor and Executive Council on May 3, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $436,178

3. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 4, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/11/2025
Date

DocuSigned by:
Katja S. Fox
ED9D03B04C634A2...
Name: Katja S. Fox
Title: Director

County of Merrimack

3/8/2025
Date

Signed by:
4C19FBDD083C4C1...
Name: Ross Cunningham
Title: 2County Administrator

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/13/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3, Budget – Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	County of Merrimack
Budget Request for:	Opioid Abatement Programs
Budget Period	5/4/25-6/30/25
Indirect Cost Rate (if applicable)	15.00%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$10,100
2. Fringe Benefits	$4,702
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$200
6. Travel	$70
7. Software	$0
8. (a) Other - Marketing/ Communications	$100
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$15,172
Total Indirect Costs	$2,276
TOTAL	$17,448

Contractor Initials: Initial

Date: 3/8/2025

New Hampshire Department of Health and Human Services Contractor Name: County of Merrimack Budget Request for: Opioid Abatement Programs Budget Period: SFY 2026 - SFY 2027 Indirect Cost Rate (if applicable) 10.00%		
Line Item	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	$65,965	$65,966
2. Fringe Benefits	$26,100	$26,100
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$1,200	$1,200
6. Travel	$700	$700
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$1,200	$1,200
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$95,165	$95,166
Total Indirect Costs	$9,517	$9,517
Subtotals	$104,682	$104,683
	TOTAL	$209,365

Contractor Initials: Initial

Date: 3/8/2025

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CERTIFICATE OF AUTHORITY

I, Stuart D. Trachy, Vice Chair, Merrimack County Board of Commissioners, hereby certify that:

1. I am a duly elected County Clerk/County Official) of Merrimack County

2. I hereby certify that Ross L. Cunningham, County Administrator is authorized on behalf of this county to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

2.14.25
Dated

Stuart D. Trachy
Signature of County Clerk/County Official
Name: Stuart D. Trachy
Title: Chair, Board of Commissioners

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Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	604	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)**	1/1/2025	1/1/2026	Each Occurrence	$ 2,000,000
Professional Liability (describe)			General Aggregate	$ 10,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability			Combined Single Limit (Each Accident)	
Deductible Comp and Coll:			Aggregate	
Any auto				
X **Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH DHHS 129 Pleasant St Concord, NH 03301			By: *Mary Beth Purcell* Date: 2/5/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

April 18, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-86, in an amount not to exceed $6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date*.
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	96 Months from G&C approval**

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	24 Months from G&C approval
		Total	**$6,541,114**	

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*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 96-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

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The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing, prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00
		Sub Total		$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00
		Sub Total		$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$86,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00
		Sub Total		$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00
		Sub Total		$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00
		Sub Total		$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00
		Sub Total		$800,000.00

Elliott Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00
		Sub Total		$200,000.00

Greater Seacoast Community Health — VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00
		Sub Total		$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00
		Sub Total		$269,645.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00
		Sub Total		$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00
		Sub Total		$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00
		Sub Total		$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00
		Sub Total		$263,787.00

The Upper Room, A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00
		Sub Total		$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00
		Sub Total		$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00
		Sub Total		$458,270.00

Overall Total	$6,541,114.00

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Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00
		Sub Total		$6,541,114.00

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RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

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County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Reearch & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

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Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-04)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name County of Merrimack		1.4. Grantee Address 333 Daniel Webster Highway Boscawen, NH 03303	
1.5 Grantee Phone # (603) 796-6800	1.6. Account Number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation $209,365
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"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. Grantee Signature 1 DocuSigned by: Ross Cunningham 4/6/2023		1.12. Name & Title of Grantee Signor 1 Ross Cunningham 2County Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Katja S. Fox 4/10/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 4/11/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS RC
Date 4/6/2023

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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.

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 Grantee 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 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.

12.4. 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.

13. 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

Contractor Initials RL

Date 4/6/2023

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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

DS

Contractor Initials KC

Date 4/6/2023

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission) in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.

1.2. The Grantee must ensure services are available in Merrimack County.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM

1.5. The Grantee must provide ongoing comprehensive case management and clinical support for individuals affected by Opioid Use Disorder (OUD) and/or Substance Use Disorder (SUD) with co-occurring Mental Health (MH) concerns by ensuring the personnel provided include:

1.5.1. One (1) full-time equivalent (FTE) County Navigator; and

1.5.2. One (1) FTE Licensed Alcohol and Drug Counselor (LADC).

1.6. County Navigator

1.6.1. The Grantee must ensure the County Navigator:

1.6.1.1. Empowers individuals by helping them identify and organize their support network;

1.6.1.2. Reviews all referrals and assigns a case manager for care coordination; and

1.6.1.3. Assists individuals with navigating through the social service system for appropriate supports, including, but not limited to:

1.6.1.3.1. Primary care.

1.6.1.3.2. Dental care.

1.6.1.3.3. Behavioral and mental health services.

1.6.1.3.4. OUD/SUD services.

1.6.1.3.5. Housing.

1.6.1.3.6. Education.

1.6.1.3.7. Employment.

1.7. Licensed Alcohol and Drug Counselor (LADC)

1.7.1. The Grantee must ensure the LADC:

1.7.1.1. Supports individuals on their recovery journey; and

1.7.1.2. Receives appropriate supervision, training and application fees in order to advance to a Master LADC.

1.8. Taxi Voucher Program

1.8.1. The Grantee must expand the current taxi voucher program by providing taxi vouchers for participants of the Successful Offender Adjustment and Reentry (SOAR) and County Navigator programs.

1.8.2. The Grantee must work with community partners to increase access to reliable transportation for individuals needing transportation to community services and programs.

1.9. The Grantee must provide training and information about the services provided and the increased opportunity to submit referrals to community partners, including, but not limited to:

1.9.1. Homeless Outreach programs.

1.9.2. Soup Kitchens and Food Pantries.

1.9.3. Substance Use Disorder agencies.

1.9.4. Riverbend Community Mental Health.

1.9.5. Mental Health Court.

1.9.6. Town Welfare Offices.

1.9.7. County Departments.

1.10. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.11. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities will be subject to review during this time. The Grantee must:

1.11.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.11.2. Ensure the Department is provided with access that includes, but is not limited to:

1.11.2.1. Data.

1.11.2.2. Financial records.

1.11.2.3. Scheduled access to Grantee work sites, locations, work spaces, and associated facilities.

1.11.2.4. Scheduled access to Grantee principals and staff.

1.12. Reporting

1.12.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.12.1.1. The name, mailing address, and physical address of the Grantee;

1.12.1.2. The time period covered by the report;

1.12.1.3. The date the report was prepared;

1.12.1.4. A detailed account of funding spent on approved uses;

1.12.1.5. The number of individuals served;

1.12.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.12.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.12.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who

have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit,

examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, andis emailed to invoicesforcontracts@dhhs.nh.gov, or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services Complete one budget form for each State Fiscal Year/Budget Period.	
Grantee Name:	Merrimack County
Budget Request for:	Opioid Abatement Programs
Budget Period	12 Months from G&C Approval
Indirect Cost Rate (if applicable)	10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$57,450
2. Fringe Benefits	$42,389
3. Consultants	$0
4. Equipment	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$3,071
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other - Taxi Voucher Program	$0
Other - Utilities	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	
Total Direct Costs	$102,910
Total Indirect Costs	$0
TOTAL	$102,910

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4/6/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name:	Merrimack County
Budget Request for:	Opioid Abatement Programs
Budget Period	24 Months from G&C Approval
Indirect Cost Rate (if applicable)	10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$59,218
2. Fringe Benefits	$44,166
3. Consultants	
4. Equipment	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	$3,071
6. Travel	
7. Software	
8. (a) Other - Marketing/ Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Other - Taxi Voucher Program	
Other - Utilities	
Other (please specify)	
Other (please specify)	
9. Subrecipient Contracts	
Total Direct Costs	$106,455
Total Indirect Costs	
TOTAL	$106,455

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4/6/2023

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Elliot Hospital of the City of Manchester ("the Grantee").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on May 3, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $416,666

3. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

Initial WGB

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 4, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/13/2025
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Elliot Hospital of the City of Manchester

3/13/2025
Date

Signed by:
W. Gregory Baxter
Name: W. Gregory Baxter
Title: President/CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/13/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3, Budget – Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Elliot Hospital of the City of Manchester
Budget Request for:	Opioid Abatement Programs
Budget Period	5/4/25-6/30/25
Indirect Cost Rate (if applicable)	0.00%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$1,768
2. Fringe Benefits	$307
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$416
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$13,342
8. (c) Other - Other (specify below)	$0
Other (Financial Aid Tuition Reimbursement)	$833
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$16,666
Total Indirect Costs	$0
TOTAL	$16,666

Contractor Initials: WGB (Initial)

Date: 3/13/2025

Exhibit C-4, Budget – Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: Elliot Hospital of the City of Manchester

Budget Request for: Opioid Abatement Programs

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	$11,000	$11,000
2. Fringe Benefits	$2,000	$2,000
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$5,000	$5,000
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$0	$0
6. Travel	$5,000	$5,000
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$67,000	$67,000
8. (c) Other - Other (specify below)	$0	$0
Purchasing books for class	$10,000	$10,000
Other (please specify)		$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$100,000	$100,000
Total Indirect Costs	$0	$0
Subtotals	$100,000	$100,000
	TOTAL	**$200,000**

Contractor Initials: WGB

Date: 3/13/2025

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ELLIOT HOSPITAL OF THE CITY OF MANCHESTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 21, 1881. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **68025**

Certificate Number: **0006201635**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of April A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: EC676870-56BA-48F7-944F-BE591D33B0AE

CERTIFICATE OF AUTHORITY

I, Loretta Brady, hereby certify that:

1. I am a duly elected Officer of Elliot Health System.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on January 19, 2023 at which a quorum of the Directors were present and voting.

VOTED: That W. Gregory Baxter, MD, is duly authorized on behalf of Elliot Health System, including its subsidiary, Elliot Hospital of the City of Manchester, to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **was valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/12/25

Signature of Elected Officer
Name: Loretta Brady
Title: Chair of the EHS Board

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Elliot Hospital of the City of Manchester 4 Elliot Way, Ste 303 Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Elliot Health System — C2753 INSURER B: Safety National Casualty Corporation — 15105 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W38177590 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			SELF INSURED TRUST	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ $ $ $ 3,000,000 $ $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AGC4067980	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Physician Professional Claims Made			SELF INSURED TRUST	07/01/2024	07/01/2025	Each Medical Incident Aggregate	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

State of NH - DHHS
129 Pleasant St.
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia A Frey

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

April 18, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-86, in an amount not to exceed $6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date*
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	96 Months from G&C approval**

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	24 Months from G&C approval
		Total	**$6,541,114**	

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*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 96-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occuring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

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The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00
		Sub Total		$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00
		Sub Total		$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$86,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00
		Sub Total		$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00
		Sub Total		$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00
		Sub Total		$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00
		Sub Total		$800,000.00

Elliott Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00
		Sub Total		$200,000.00

Greater Seacoast Community Health — VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00
		Sub Total		$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00
		Sub Total		$269,645.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00
		Sub Total		$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00
		Sub Total		$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00
		Sub Total		$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00
		Sub Total		$263,787.00

The Upper Room; A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00
		Sub Total		$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00
		Sub Total		$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00
		Sub Total		$458,270.00

Overall Total	$6,541,114.00

Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00
		Sub Total		$6,541,114.00

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RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

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County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Research & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

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DocuSign Envelope ID: 32AA2A6B-C029-435C-AFAF-BC9865586741

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-07)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Elliot Hospital of the City of Manchester		1.4. Grantee Address One Elliot Way Manchester, NH 03103	
1.5 Grantee Phone # (603) 663-3755	1.6. Account Number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation $200,000
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"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. Grantee Signature 1 DocuSigned by: Dr. Greg Baxter 4/7/2023		1.12. Name & Title of Grantee Signor 1 Dr. Greg Baxter MD	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Katja S. Fox 4/10/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 4/11/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS DGB
Date 4/7/2023

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 OF 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.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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.

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 Grantee 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 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.

12.4. 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.

13. 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

Contractor Initials DS DGB

Date 4/7/2023

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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

DS
DGB
Contractor Initials:
Date 4/7/2023

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission), in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.

1.2. The Grantee must ensure services are available Statewide.

1.3. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. The Grantee must provide financial reimbursement up to $2,000 annually for current and prospective employees of the Substance Use Disorder Department, who are interested in advancing their careers through higher education in the Behavioral Health field, and who meet the following requirements:

1.5.1. Have a demonstrated need for financial aid; and

1.5.2. Have signed an agreement to remain employed by the Grantee for 24 months after receiving aid.

1.6. The Grantee must ensure employees are reimbursed as follows:

1.6.1. No later than two (2) weeks after training completion documentation is received and approved by the Grantee; and

1.6.2. Newly hired employees are reimbursed for a portion of their educational loans within nine (9) months of hire, as approved by the Grantee.

1.7. The Grantee must develop policies and procedures for administration of the financial support.

1.8. The Grantee must create outreach materials for prospective employees in order to create awareness of the financial support program.

1.9. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.10. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.10.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.10.2. Ensure the Department is provided with access that includes but is

not limited to:

1.10.2.1. Data.

1.10.2.2. Financial records.

1.10.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

1.10.2.4. Scheduled access to Grantee principals and staff.

1.11. Reporting

1.11.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.11.1.1. The name, mailing address, and physical address of the Grantee.

1.11.1.2. The time period covered by the report.

1.11.1.3. The date the report was prepared.

1.11.1.4. A detailed account of funding spent on approved uses.

1.11.1.5. The number of individuals served.

1.11.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.11.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.11.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve

compliance therewith.

3.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. **Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. **Records**

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all ~~such~~

costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Elliot Hospital of the City of Manchester*

Budget Request for: *Opioid Abatement Programs*

Budget Period *12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$10,607
2. Fringe Benefits	$1,843
3. Consultants	$0
4. Equipment	$0
5.(a) Supplies	$0
5.(b) Supplies	$0
5.(c) Supplies	$0
5.(d) Supplies	$0
5.(e) Supplies Office	$0
6. Travel	$2,500
7. Software	$0
8. (a) Other	$0
8. (b) Other - Education and Training	$80,050
8. (c) Other - Other (specify below)	
Other (please specify)	$5,000
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$100,000
Total Indirect Costs	$100,000
TOTAL	$0

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4/7/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Elliot Hospital of the City of Manchester*

Budget Request for: *Opioid Abatement Programs*

Budget Period *24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$10,608
2. Fringe Benefits	$1,842
3. Consultants	$0
4. Equipment	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$2,500
7. Software	$0
8. (a) Other	$0
8. (b) Other	$80,050
8. (c) Other	
Other (please specify)	$5,000
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$100,000
Total Indirect Costs	$0
TOTAL	$100,000

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4/7/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials DGB

Date 4/7/2023

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems; the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Contractor Initials

Date 4/7/2023

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Hope on Haven Hill, Inc. ("the Grantee").

WHEREAS, pursuant to an agreement (the " Grant Agreement ") approved by the Governor and Executive Council on May 3, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $561,760

3. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

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Contractor Initials
3/11/2025
Date

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 4, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/11/2025
Date

DocuSigned by:
Katja S. Fox
ED9B05B04E63442...
Name: Katja S. Fox
Title: Director

Hope on Haven Hill, Inc.

3/11/2025
Date

Signed by:
Kerry Norton
1444581B52454F6...
Name: Kerry Norton
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/13/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3 Budget – Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Hope on Haven Hill, Inc.
Budget Request for:	Opioid Abatement Programs
Budget Period	5/4/25-6/30/25
Indirect Cost Rate (if applicable)	10%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$3,500
2. Fringe Benefits	$735
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,000
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$50
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$539
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Electrical, Plumbing Work and Repairs	$6,000
All other Maintenance and Repairs	$5,607
Property Management Costs	$1,000
Utilities	$2,000
9. Subrecipient Contracts	$0
Total Direct Costs	$20,431
Total Indirect Costs	$2,039
TOTAL	$22,470

Contractor Initials: Initial KN

Date: 3/11/2025

Exhibit C-4, Budget – Amendment #1

New Hampshire Department of Health and Human Services
Contractor Name: Hope on Haven Hill, Inc.
Budget Request for: Opioid Abatement Programs
Budget Period: SFY 2026 - SFY 2027
Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	$35,000	$35,000
2. Fringe Benefits	$7,350	$7,350
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$9,127	$9,100
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$100	$100
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$2,000	$2,000
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Electrical, Plumbing Work and Repairs	$25,000	$25,000
All other Maintenance and Repairs	$20,000	$20,000
Property Management Costs	$14,000	$14,000
Utilities	$10,000	$10,000
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$122,577	$122,550
Total Indirect Costs	$12,245	$12,273
Subtotals	$134,822	$134,823
	TOTAL	$269,645

Contractor Initials: Initial KN
Date: 3/11/2025

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **735370**

Certificate Number: **0006196941**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2023.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, ___Michael J Murphy_____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of ___Hope on Haven Hill Inc._____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _January 22_____, 2025_, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That __Kerry Norton Executive Director_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of _Hope on Haven Hill Inc._____ to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: _February 20, 2025

Signature of Elected Officer
Name: Michael J Murphy
Title: Treasurer

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HOPEONH-01 DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS:
INSURED Hope on Haven Hill, Inc. PO Box 1272 Rochester, NH 03866	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Group Inc. INSURER B : Granite State Health Care & Human Services Self Insured Group INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			S 2578789	8/1/2024	8/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S 2578789	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			S 2578789	8/1/2024	8/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PO3004HCHS2025	1/1/2025	1/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Information
3A State: NH
Volunteers are excluded from coverage.

CERTIFICATE HOLDER

State of NH - Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dianne P. Beaudoin

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 18, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-86, in an amount not to exceed $6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date*.
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	96 Months from G&C approval**

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	24 Months from G&C approval
		Total	**$6,541,114**	

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*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 96-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

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The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing, prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00
		Sub Total		$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00
		Sub Total		$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$86,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00
		Sub Total		$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00
		Sub Total		$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00
		Sub Total		$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title 100.000	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00
		Sub Total		$800,000.00

Elliott Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00
		Sub Total		$200,000.00

Greater Seacoast Community Health — VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00
		Sub Total		$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00
		Sub Total		$269,645.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00
		Sub Total		$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00
		Sub Total		$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00
		Sub Total		$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00
		Sub Total		$263,787.00

The Upper Room, A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00
		Sub Total		$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00
		Sub Total		$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00
		Sub Total		$458,270.00

Overall Total	$6,541,114.00

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Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00
		Sub Total		$6,541,114.00

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RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

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County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Reearch & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-09)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Hope on Haven Hill, Inc.		1.4. Grantee Address 158 Route 108, Suite D Somersworth, NH 03878	
1.5 Grantee Phone # (603) 841-5353	1.6. Account Number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation $269,645
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"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. Grantee Signature 1 Kerry Norton 4/6/2023		1.12. Name & Title of Grantee Signor 1 Kerry Norton Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Katja S. Fox 4/10/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Robyn Guerino Assistant Attorney General, On: 4/11/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

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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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 OF 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.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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.

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 Grantee 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 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.

12.4. 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.

13. 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

Contractor Initials DS

Date 4/6/2023

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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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Date ~~4/6/2023~~

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Grantee Initials EN
Date 4/6/2023

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission), in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86 and as described in this Agreement.

1.2. The Grantee must ensure services are available statewide.

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. The Grantee must ensure renovations to the duplex property include at a minimum:

1.5.1. Updating the electrical system;

1.5.2. Replacing the two oil furnaces with a natural gas heating system;

1.5.3. Repairing interior stairs, floors, and walls;

1.5.4. Repairing appliances;

1.5.5. Preparing spaces with safety and first aid items; and

1.5.6. Painting.

1.6. The Grantee must develop policies and procedures for the duplex using best practices for recovery housing units.

1.7. The Grantee must ensure the personnel provided include:

1.7.1. A program coordinator;

1.7.2. An operations director;

1.7.3. An administrative assistant;

1.7.4. A facilities manager;

1.7.5. A recovery house manager; and

1.7.6. A case manager and/or counselor.

1.8. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.9. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.9.1. Ensure the Department has access sufficient for monitoring of

Agreement compliance requirements; and

1.9.2. Ensure the Department is provided with access that includes but is not limited to:

1.9.2.1. Data.

1.9.2.2. Financial records.

1.9.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

1.9.2.4. Scheduled access to Grantee principals and staff.

1.10. Reporting

1.10.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.10.1.1. The name, mailing address, and physical address of the Grantee;

1.10.1.2. The time period covered by the report;

1.10.1.3. The date the report was prepared;

1.10.1.4. A detailed account of funding spent on approved uses;

1.10.1.5. The number of individuals served;

1.10.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.10.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.10.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Grantee must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or

duty upon the Grantee with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Grantee will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Grantee hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Hope on Haven Hill*

Budget Request for: *Opioid Abatement Programs*

Budget Period *12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$54,846
2. Fringe Benefits	$15,300
3. Consultants	$5,500
4. Equipment	$20,000
5.(a) Supplies - Educational	$500
5.(b) Supplies - Lab	$2,000
5.(c) Supplies - Pharmacy	$500
5.(d) Supplies - Medical	$3,000
5.(e) Supplies Office	$500
6. Travel	$200
7. Software	$1,500
8. (a) Other - Marketing/ Communications	$5,000
8. (b) Other - Education and Training	$2,000
8. (c) Other - Other (specify below)	
Other - Wraparound Costs	$5,000
Other - Childcare	$5,000
Other - Electrical Work and Repairs	$40,000
Other - Occupancy	$5,000
9. Subrecipient Contracts	$0
Total Direct Costs	$165,646
Total Indirect Costs	$0
TOTAL	$165,646

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4/6/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Hope on Haven Hill*

Budget Request for: *Opioid Abatement Programs*

Budget Period *24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$52,208
2. Fringe Benefits	$14,641
3. Consultants	$2,500
4. Equipment	$2,000
5.(a) Supplies - Educational	$800
5.(b) Supplies - Lab	$2,500
5.(c) Supplies - Pharmacy	$600
5.(d) Supplies - Medical	$300
5.(e) Supplies Office	$750
6. Travel	$200
7. Software	$1,500
8. (a) Other - Marketing/ Communications	$5,000
8. (b) Other - Education and Training	$2,000
8. (c) Other - Other (specify below)	
Other - Wraparound Costs	$5,000
Other - Childcare	$5,000
Other - Electrical Work and Repairs	$4,000
Other - Occupancy	$5,000
9. Subrecipient Contracts	$0
Total Direct Costs	$103,999
Total Indirect Costs	$0
TOTAL	$103,999

DS

4/6/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials KN 05

Date 4/6/2023

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Contractor Initials _____

Date 4/6/2023

the breach; including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Makin' It Happen Coalition for Resilient Youth, Inc. ("the Grantee").

WHEREAS, pursuant to an agreement (the " Grant Agreement ") approved by the Governor and Executive Council on May 3, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $1,196,562

3. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

Initial MFT
Contractor Initials
Date 3/12/2025

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 4, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/12/2025
Date

DocuSigned by:
Katja S. Fox
ED0B05B84C63442...
Name: Katja S. Fox
Title: Director

Makin' It Happen Coalition for Resilient Youth, Inc.

3/12/2025
Date

Signed by:
Mary Forsythe-Taber
132C2340A2034C8...
Name: Mary Forsythe-Taber
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/13/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3 Budget – Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Makin' It Happen Coalition for Resilient Youth
Budget Request for:	Opioid Abatement Programs
Budget Period	5/4/25-6/30/25
Indirect Cost Rate (if applicable)	15.00%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$25,708
2. Fringe Benefits	$4,885
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$500
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$1,960
8. (b) Other - Education and Training	$1,920
8. (c) Other - Other (specify below)	$0
Other (% of occupancy)	$6,146
Other (% financial management)	$500
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$41,619
Total Indirect Costs	$6,243
TOTAL	$47,862

Contractor Initials: MFT (initial)

Date: 3/12/2025

Exhibit C-4, Budget – Amendment #1

New Hampshire Department of Health and Human Services		
Contractor Name:	Makin' It Happen Coalition for Resilient Youth	
Budget Request for:	Opioid Abatement Programs	
Budget Period:	SFY 2026 - SFY 2027	
Indirect Cost Rate (if applicable)	15.00%	
Line Item	**Program Cost - Funded by DHHS - SFY 26**	**Program Cost - Funded by DHHS - SFY 27**
1. Salary & Wages	$167,102	$167,102
2. Fringe Benefits	$31,750	$31,750
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$3,000	$3,000
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$3,600	$3,600
6. Travel	$2,500	$2,500
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$4,500	$4,500
8. (b) Other - Education and Training	$10,265	$10,265
8. (c) Other - Other (specify below)	$0	$0
Other (occupancy)	$24,000	$24,000
Other (financial management)	$3,000	$3,000
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$249,717	$249,717
Total Indirect Costs	$37,458	$37,458
Subtotals	$287,175	$287,175
	TOTAL	$574,350

Contractor Initials: MFT (Initial)

Date: 3/12/2025

Docusign Envelope ID: 63D67923-3346-4538-B22C-82A97A3775F1

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MAKIN' IT HAPPEN COALITION FOR RESILIENT YOUTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **691663**

Certificate Number: **0006199007**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of April A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 63D67923-3346-4538-B22C-82A97A3775F1

CERTIFICATE OF AUTHORITY

I, Laurie Warnock, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of: Makin' It Happen Coalition for Resilient Youth, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 10, 2025, , at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That __Mary Forsythe-Taber, Executive Director_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of: Makin It Happen Coalition for Resilient Youth, Inc., to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 03.10.25

Signature of Elected Officer

Name: Laurie Warnock
Title: Chair, Board of Directors, MIH

Docusign Envelope ID: 63D67923-3346-4538-B22C-82A97A3775F1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: 978-474-0810 Fax: 978-474-0890 SAMEL INSURANCE AGENCY, INC. 15 CENTRAL STREET ANDOVER MA 01810	CONTACT NAME: Samel Insurance Agency, Inc. PHONE (A/C, No, Ext): 978-474-0810 FAX (A/C, No): 978-474-0890 E-MAIL ADDRESS: info@samel-ins.com
INSURED MAKIN' IT HAPPEN COALITION FOR RESILIENT YOUTH INC 77 SUNDIAL AVE, SUITE 102W MANCHESTER NH 03103	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nautilus Ins Co INSURER B : Benchmark Ins Company INSURER C : INSURER D: INSURER E : INSURER F :

COVERAGES — CERTIFICATE NUMBER: 73487 — REVISION NUMBER:1 — SUPERCEDES PREVIOUS REVISIONS

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			NN1713428	07/01/24	07/01/25	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED. EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ Included
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BRX10174906	01/22/25	01/22/26	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N [Y]	N/A				E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE-EA EMPLOYEE	$ 500,000
							E.L. DISEASE-POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Operations Usual to a Community Organization
$500 Deductible for Bodily Injury Liability and Property Damage Liability Combined Per Claim

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jonathan M. Samel

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 18, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-86, in an amount not to exceed $6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date*
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	96 Months from G&C approval**

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	24 Months from G&C approval
		Total	**$6,541,114**	

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*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 96-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment-access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence; and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

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The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing, prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00
		Sub Total		$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00
		Sub Total		$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$86,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00
		Sub Total		$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00
		Sub Total		$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00
		Sub Total		$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title 100.000	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00
		Sub Total		$800,000.00

Elliott Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00
		Sub Total		$200,000.00

Greater Seacoast Community Health — VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00
		Sub Total		$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00
		Sub Total		$269,645.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00
		Sub Total		$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00
		Sub Total		$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00
		Sub Total		$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00
		Sub Total		$263,787.00

The Upper Room, A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00
		Sub Total		$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00
		Sub Total		$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00
		Sub Total		$458,270.00

Overall Total	$6,541,114.00

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Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00
		Sub Total		$6,541,114.00

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RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

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County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Reearch & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-10)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Makin' It Happen Coalition for Resilient Youth		1.4. Grantee Address One Sundial Avenue, Suite 219N Manchester, NH 03103	
1.5 Grantee Phone # (603) 836-6266	1.6. Account number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation $574,350
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"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. Grantee Signature 1 DocuSigned by: Mary Forsythe-Taber 132C28... 4/7/2023		1.12. Name & Title of Grantee Signor 1 Mary Forsythe-Taber, Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Katja S. Fox E0... 4/10/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox, Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino 7487...Assistant Attorney General, On: 4/11/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS MF
Date 4/7/2023

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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 then 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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.

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 Grantee 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 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.

12.4. 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.

13. 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

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Contractor Initials
Date 4/7/2023

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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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Contractor Initials

Date 4/7/2023

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement projects as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission), in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.

1.2. The Grantee must ensure services are available in the Greater Manchester Region.

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. The Grantee must expand implementation of Recovery Ready Communities, Resiliency Essentials, and Makin' It Happen in the 603 through a scalable 'meeting communities where they are at' approach among the following target areas:

1.5.1. Urban: Manchester.

1.5.2. Suburban: Bedford, Hooksett, and Goffstown.

1.5.3. Rural: Auburn, Candia, Deerfield, and New Boston.

1.6. The Grantee must ensure programming and services target the following two (2) core portions of the general public:

1.6.1. Youth ages 13-18, and the adults who support them; and

1.6.2. Individuals 18 years of age and older.

1.7. In alignment with state and local plans, including the Governor's Commission on Alcohol and other Drugs Action Plan, the NH Ten Year Mental Health Plan, and the Greater Manchester Regional Community Health Improvement Plan, the Grantee must coordinate a community response across the target areas by:

1.7.1. Ensuring the personnel provided include:

1.7.1.1. One (1) Project Director.

1.7.1.2. Two (2) Community Impact Staff; and

1.7.2. Providing access to subject matter experts, trainers, and cultural and linguistic support.

1.8. Recovery Ready Communities

1.8.1. The Grantee must build off the Opioid Prevention Initiative within the Greater Manchester Region, as defined above, in order to:

1.8.1.1. Expand direct outreach to all eight (8) community government, safety and law enforcement teams within the region; and

1.8.1.2. Continue distribution of 211, Partnership for Drug Free NH and 988/Rapid Response information cards and brochures; harm reduction kits; and naloxone.

1.8.2. The Grantee must schedule and conduct community listening/learning sessions. The Grantee must ensure:

1.8.2.1. Four (4) listening/learning sessions are conducted in the first year of the project; and

1.8.2.2. Each session targets 30 participants.

1.8.3. The Grantee must ensure Recovery Ready Communities services:

1.8.3.1. Promote healthy, drug-free lifestyles;

1.8.3.2. Reduce isolation;

1.8.3.3. Build participant skills and confidence;

1.8.3.4. Enhance participant strengths;

1.8.3.5. Promote positive outcomes; and

1.8.3.6. Facilitate community-based prevention efforts.

1.9. Resiliency Essentials

1.9.1. The Grantee must analyze the data and feedback from the listening/learning sessions to:

1.9.1.1. Establish a baseline of participant knowledge and understanding of harm reduction strategies and help seeking behaviors;

1.9.1.2. Identify steps needed to enhance the capacity of harm reduction programs; and

1.9.1.3. Develop appropriate next steps for the three community types (urban, suburban, and rural).

1.9.2. The Grantee must develop learning sessions and training opportunities identified through the processes described in Section 1.8.1., for Department approval.

1.9.3. The Grantee must begin offering learning sessions on a timeline mutually agreed upon by the Grantee and the Department, and must provide trainings on a quarterly basis thereafter that target 25 participants each, and include, but are not limited to:

1.9.3.1. CONNECT training.

1.9.3.2. Question, Persuade, Refer (QPR).

1.9.3.3. Mental Health First Aid.

1.9.4. The Grantee must define and redefine the type, scale and focus of the trainings utilizing the Assess, Capacity, Planning, Implementation, Evaluation (ACPIE) model.

1.10. Makin' It Happen in the 603

1.10.1. empowerYOUTH! Program

1.10.1.1. The Grantee must design an empowerYOUTH! Program that:

1.10.1.1.1. Focuses on promoting safe, substance-free activities, trainings and leadership opportunities to interested youth;

1.10.1.1.2. Provides youth leadership, peer-2-peer and mentoring opportunities; and

1.10.1.1.3. Is youth-led (ages 13-18) and adult supported.

1.10.1.2. The Grantee must ensure the empowerYOUTH! Program:

1.10.1.2.1. Works collaboratively with the three public school districts within Manchester, Bedford, and Goffstown; and

1.10.1.2.2. Engages charter and private schools within the region.

1.10.1.3. In Year one (1), the Grantee must:

1.10.1.3.1. Schedule and conduct listening/learning sessions with the school Student Assistance Professionals (SAP)/Licensed Alcohol and Drug Counselors (LADAC), guidance counselors, and participating youth; and

1.10.1.3.2. Assist with the development of at least three (3) youth teams and support their ability to identify issues and solutions that matter to them.

1.10.1.4. In Year two (2), the Grantee must:

1.10.1.4.1. Implement the 'Getting to Y' initiative, which helps youth understand the Center for Disease Control (CDC) Youth Risk Behavioral Survey (YRBS) data, how to explore the data, and how it can inform prevention strategies for their school and communities; and

1.10.1.4.2. Schedule four (4) 'Getting to Y' sessions, each targeting 30 youth.

1.10.2. empowerYOU! Program

1.10.2.1. The Grantee must implement the empowerYOU! social media/marketing awareness campaign designed to:

1.10.2.1.1. Bring together individuals, ages 18-25 years, through conversation, community-facing events and near-peer mentoring and guidance for the empowerYOUTH! initiatives;

1.10.2.1.2. Promote:

1.10.2.1.2.1. Primary prevention;

1.10.2.1.2.2. Harm reduction prevention;

1.10.2.1.2.3. Mental health stigma reduction;

1.10.2.1.2.4. Opioid prevention; and

1.10.2.1.2.5. Balanced physical and mental health; and

1.10.2.1.3. Create opportunities for youth, individuals, families, and communities to participate in building Resilient, Recovery Ready Communities.

1.10.2.2. The Grantee must measure the reach of the empowerYOU! Initiative through the following, including, but not limited to:

1.10.2.2.1. Information dissemination tracking.

1.10.2.2.2. Social media data and website visits.

1.10.2.2.3. Numbers of requests and/or views of prevention, harm reduction, and treatment and recovery information and resources through the community compass resource guide.

1.11. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.12. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.12.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.12.2. Ensure the Department is provided with access that includes, but is not limited to:

1.12.2.1. Data.

1.12.2.2. Financial records.

1.12.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

1.12.2.4. Scheduled access to Grantee principals and staff.

1.13. Reporting

1.13.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.13.1.1. The name, mailing address, and physical address of the Grantee;

1.13.1.2. The time period covered by the report;

1.13.1.3. The date the report was prepared;

1.13.1.4. A detailed account of funding spent on approved uses;

1.13.1.5. The number of individuals served;

1.13.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.13.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.13.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers,

requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Makin' It Happen Coalition for Resilient Youth, Inc.*

Budget Request for: *Opioid Abatement Programs*

Budget Period *12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)*

Indirect Cost Rate (if applicable) 3.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$187,356
2. Fringe Benefits	$37,284
3. Consultants	$4,800
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$6,000
5.(a) Supplies - Educational	$1,000
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,200
6. Travel	$3,600
7. Software	$900
8. (a) Other - Marketing/ Communications	$3,760
8. (b) Other - Education and Training	$7,500
8. (c) Other - Other (specify below)	
Other - Occupancy	$3,600
Other - Operations/financial	$8,000
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$265,000
Total Indirect Costs	$7,950
TOTAL	$272,950

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New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Makin' It Happen Coalition for Resilient Youth, Inc.*

Budget Request for: *Opioid Abatement Programs*

Budget Period *24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)*

Indirect Cost Rate (if applicable) 3.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$187,358
2. Fringe Benefits	$37,284
3. Consultants	$40,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$1,000
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,200
6. Travel	$3,600
7. Software	$150
8. (a) Other - Marketing/ Communications	$3,760
8. (b) Other - Education and Training	$7,500
8. (c) Other - Other (specify below)	
Other - Occupancy	$3,600
Other - Operations/financial	$8,000
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$293,450
Total Indirect Costs	$7,950
TOTAL	$301,400

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach; including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DS MF

Contractor Initials _____

Date 4/7/2023

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials DS MF

Date 4/7/2023

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Police Department ("the Grantee").

WHEREAS, pursuant to an agreement (the " Grant Agreement ") approved by the Governor and Executive Council on May 31, 2023 (Item #14), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $326,667

3. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective June 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/12/2025
Date

DocuSigned by:
Katja S. Fox
ED9D86D041063442...
Name: Katja S. Fox
Title: Director

Manchester Police Department

3/12/2025
Date

Signed by:
Peter Marr
886C04DC1BEC48F...
Name: Peter Marr
Title: Chief

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/12/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3 Budget – Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Manchester Police Department
Budget Request for:	Opioid Abatement Programs
Budget Period	6/1/25-6/30/25
Indirect Cost Rate (if applicable)	0.00%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$6,667
Total Direct Costs	$6,667
Total Indirect Costs	$0
TOTAL	$6,667

Contractor Initials: PM (Initial)

Date: 3/12/2025

New Hampshire Department of Health and Human Services		
Contractor Name: Manchester Police Department		
Budget Request for: Opioid Abatement Programs		
Budget Period: SFY 2026 - SFY 2027		
Indirect Cost Rate (if applicable) 0.00%		
Line Item	**Program Cost - Funded by DHHS - SFY 26**	**Program Cost - Funded by DHHS - SFY 27**
1. Salary & Wages	$0	$0
2. Fringe Benefits	$0	$0
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$80,000	$80,000
Total Direct Costs	$80,000	$80,000
Total Indirect Costs	$0	$0
Subtotals	$80,000	$80,000
	TOTAL	$160,000

Contractor Initials: PM (Initial)

Date: 3/12/2025

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CERTIFICATE OF AUTHORITY

I, Matthew Normand, hereby certify that:
(Name of the Municipality Clerk/Municipality Official)

1. I am a duly elected Municipality Clerk/Municipality Official) of City of Manchester.
(Municipality Name)

2. I hereby certify that Chief Peter Marr (may list more than one
(Authorized Signatory)

person) is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the municipality. To the extent that there are any limits on the authority of any listed individual to bind the municipality in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/12/25

Signature of Municipality Clerk/Municipality Official
Name: Matthew Normand
Title: City Clerk

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Kevin J. O'Neil
Risk Manager

CITY OF MANCHESTER

Office of Risk Management

CERTIFICATE OF COVERAGE

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

		Limits of Liability (in thousands 000)
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD
Re: For the City of Manchester Opioid Abatement Program from March 14, 2025 through June 30, 2027.

Issued the 12th of March, 2025.

K. O'Neil

Risk Manager

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6503 • FAX: (603) 624-6528
TTY: 1-800-735-2964
E-Mail: koneil@manchesternh.gov • Website: www.manchesternh.gov

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ARC
14

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 15, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award a grant agreement with Manchester Police Department (VC#177433-B004), Manchester, NH, in the amount of $160,000 for the development and implementation of an opioid abatement program, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through May 31, 2025. 100% Other Funds (Opioid Abatement Trust Fund).

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, 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.

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUGS & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Program Service	92053950	$6,667
2024	102-500731	Contracts for Program Services	92053950	$80,000
2025	102-500731	Contracts for Program Services	92053950	$73,333
			Total	$160,000

EXPLANATION

The purpose of this request is for the Grantee to develop and implement the approved opioid abatement project recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for

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qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department presented the other 16 agreements resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at the May 3, 2023 meeting.

Youth with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues will be served.

The Grantee will develop and implement an opioid abatement project that includes the following categories:

- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantee.

The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, young people and their families may experience delays in accessing treatment and prevention services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Manchester, NH

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

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County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Reearch & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-11)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Manchester Police Department		1.4. Grantee Address 405 Valley Street Manchester, NH 03103	
1.5 Grantee Phone # (603) 792-5400	1.6. Account Number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation $160,000
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"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. Grantee Signature 1 DocuSigned by: Allen Aldenberg 5/4/2023		1.12. Name & Title of Grantee Signor 1 Allen Aldenberg Chief of Police	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Katja S. Fox 5/16/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 5/16/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS AA
Date 5/4/2023

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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.

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 Grantee 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 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.

12.4. 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.

13. 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

Contractor Initials DS

Date 5/4/2023

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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DS AA

Date 5/4/2023

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission), in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86 and as described in this Agreement.

1.2. The Grantee must provide services within this Agreement to court involved youth under the age of 18, including youth with substance use disorder and those who are most in need of resources.

1.3. The Grantee must ensure services are available in the City of Manchester, New Hampshire.

1.4. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.6. The Grantee must expand the Manchester Police Athletic League's (MPAL) Juvenile Court Diversion Program by increasing staffing capacities in order to accommodate the increased need for resources resulting from the Juvenile Probation Transformation.

1.7. The Grantee must ensure the personnel provided include:

1.7.1. One (1) full-time equivalent (FTE) Juvenile Court Diversion Coordinator, who:

1.7.1.1. Coordinates referrals and uses evidence-based screening tools;

1.7.1.2. Connects court involved youth to appropriate resources outside of the criminal justice system;

1.7.1.3. Connects resources to youth who are at risk of entering the criminal justice system due to problematic behaviors or being otherwise identified as at risk;

1.7.1.4. Coordinates care for youth interacting with various complex systems, including, but not limited to:

1.7.1.4.1. Behavioral Health Providers.

1.7.1.4.2. Primary Care.

1.7.1.4.3. School-based and after-school supports and programs.

1.7.1.4.4. Other specialty providers and settings as applicable to promote whole-person wellness; and

1.7.1.5. Conducts weekly telephone check-ins and monthly in-person check-ins with involved youth.

1.7.2. The Grantee must create a formalized process for unofficial diversion referrals within 180 days of the grant award.

1.8. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.9. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.9.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.9.2. Ensure the Department is provided with access that includes but is not limited to:

1.9.2.1. Data.

1.9.2.2. Financial records.

1.9.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

1.9.2.4. Scheduled access to Grantee principals and staff.

1.10. Reporting

1.10.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.10.1.1. The name, mailing address, and physical address of the Grantee;

1.10.1.2. The time period covered by the report;

1.10.1.3. The date the report was prepared;

1.10.1.4. A detailed account of funding spent on approved uses;

1.10.1.5. The number of individuals served;

1.10.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly

identified by the data submitted or the content of the annual report; and

1.10.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.10.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to invoicesforcontracts@dhhs.nh.gov,or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Manchester Police Department*

Budget Request for: *Opioid Abatement Programs*

Budget Period *12 Months from G&C Approval* (Remainder of SFY23 and Portion of SFY24)

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$80,000
Total Direct Costs	$80,000
Total Indirect Costs	$0
TOTAL	$80,000

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5/4/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Manchester Police Department*

Budget Request for: *Opioid Abatement Programs*

Budget Period *24 Months from G&C Approval* Portion of SFY24 and Portion of SFY25)

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$80,000
Total Direct Costs	$80,000
Total Indirect Costs	$0
TOAL	$80,000

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5/4/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Mid-State Health Center ("the Grantee").

WHEREAS, pursuant to an agreement (the " Grant Agreement ") approved by the Governor and Executive Council on May 3, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $452,142

3. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 4, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/17/2025
Date

DocuSigned by:
Katja S. Fox
ED0905D01063442...
Name: Katja S. Fox
Title: Director

Mid-State Health Center

3/17/2025
Date

DocuSigned by:
Robert MacLeod
0CA888E8053440...
Name: Robert MacLeod
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/17/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3 Budget – Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Mid-State Health Center
Budget Request for:	Opioid Abatement Programs
Budget Period	5/4/25-6/30/25
Indirect Cost Rate (if applicable)	15.00%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$15,627
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$100
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$15,727
Total Indirect Costs	$2,359
TOTAL	$18,086

Contractor Initials: DS RM

Date: 3/17/2025

Exhibit C-4, Budget – Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: Mid-State Health Center

Budget Request for: Opioid Abatement Programs

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 15.00%

Line Item	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	$90,260	$90,260
2. Fringe Benefits	$0	$0
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$0	$0
6. Travel	$600	$600
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$3,500	$3,500
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$94,360	$94,360
Total Indirect Costs	$14,154	$14,154
Subtotals	$108,514	$108,514
	TOTAL	$217,028

Contractor Initials: DS RJM

Date: 3/17/2025

Docusign Envelope ID: BF3F2B60-CA50-4EBB-865A-3714CC51B7AE

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MID-STATE HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **285492**

Certificate Number: **0006759117**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of August A.D. 2024.

David M. Scanlan

Secretary of State

Docusign Envelope ID: BF3F2B60-CA50-4EBB-865A-3714CC51B7AE

CERTIFICATE OF AUTHORITY

I, Patti-Jeanne Biederman, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Mid-State Health Center.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 6, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Robert MacLeod, (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Mid-State Health Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/6/25

Signature of Elected Officer
Name: Patti-Jeanne Biederman
Title: Board of Directors Secretary

Docusign Envelope ID: BF3F2B60-CA50-4EBB-865A-3714CC51B7AE

CERTIFICATE OF LIABILITY INSURANCE

Date: 09/10/24

Administrator:
New England Special Risks, Inc.
19 Oyster Way
Mashpee, Ma. 02649
Phone: (508) 561-6111

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURERS AFFORDING COVERAGE

Insurer A:	Medical Protective Insurance Co.
Insurer B:	AIM Mutual Insurance Co.
Insurer C:	
Insurer D:	
Insurer E:	

Insured:
Mid-State Health Center
101 Boulder Point Dr.- Suite 1
Plymouth, NH. 03264

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, aggregate limits shown may have been reduced by paid claims.

INS. LTR.	TYPE OF INSURANCE	POLICY NUMBER	Policy Effective Date	Policy Expiration Date	LIMITS		
A	**General Liability** ☑ Commercial General Liability ☐ Claims Made ☑ Occurrence ☐ ☐ General Aggregate Limit Applies Per: ☑ Policy ☐ Project ☐ Loc	HN 030313	10/1/2024	10/1/2025	Each Occurrence	$	1,000,000
					Fire Damage (Any one fire	$	50,000
					Med Exp (Any one person)	$	5,000
					Personal & Adv Injury	$	1,000,000
					General Aggregate	$	3,000,000
					Products - Comp/Op Agg	$	1,000,000
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ _____				Combined Single Limit (Each accident)	$	
					Bodily Injury (Per person)	$	
					Bodily Injury (Per accident)	$	
					Property Damage (Per accident)	$	
	Garage Liability ☐ Any Auto ☐				Auto Only - Ea. Accident	$	
					Other Than Auto Only: Ea. Acc	$	
					Other Than Auto Only: Agg	$	
	Excess Liability ☐ Occurrence ☐ Claims Made ☐ Deductible ☐ Retention $				Each Occurrence	$	
					Aggregate	$	
						$	
						$	
						$	
B	**Workers Compensation and Employers' Liability**	600-4000079-2021	10/1/2024	10/1/2025	☑ Statutory Limits ☐ Other		
					E.L. Each Accident	$	500,000
					E.L. Disease-Ea. Employe	$	500,000
					E.L. Disease - Policy Limit	$	500,000
A	**Healthcare Professional Liability**	HN 030313	10/1/2024	10/1/2025	Per Incident-$1,000,000 Aggregate-$3,000,000		

Description of operations/vehicles/exclusions added by endorsement/special provision

Evidence of Current Insurance for the Insured.

Certificate Holder

State of New Hampshire
Department of Health and Human Services
129 Pleasant St.
Concord, NH. 03301

Should any of the above policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative

Emanuel Palabis

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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 18, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-86, in an amount not to exceed $6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date*
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	96 Months from G&C approval**

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	24 Months from G&C approval
		Total	**$6,541,114**	

Docusign Envelope ID: BF3F2B60-CA50-4EBB-865A-3714CC51B7AE

*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 96-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

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The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00
		Sub Total		$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00
		Sub Total		$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$88,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00
		Sub Total		$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00
		Sub Total		$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00
		Sub Total		$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00
		Sub Total		$800,000.00

Elliott Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00
		Sub Total		$200,000.00

Greater Seacoast Community Health — VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00
		Sub Total		$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00
		Sub Total		$269,645.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00
		Sub Total		$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00
		Sub Total		$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00
		Sub Total		$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00
		Sub Total		$263,787.00

The Upper Room, A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00
		Sub Total		$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00
		Sub Total		$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00
		Sub Total		$458,270.00

Overall Total	$6,541,114.00

Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00
		Sub Total		$6,541,114.00

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RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

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County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Reearch & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School-Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-12)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Mid-State Health Center		1.4. Grantee Address 101 Boulder Point Drive, Suite 1 Plymouth, NH 03264	
1.5 Grantee Phone # (603) 536-4000	1.6. Account Number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation $217,028
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"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. Grantee Signature 1 DocuSigned by: Robert MacLeod 4/14/2023		1.12. Name & Title of Grantee Signor 1 Robert MacLeod CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) DocuSigned by: Katja S. Fox 4/14/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 4/17/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials PM
Date 4/14/2023

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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.

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 Grantee 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 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.

12.4. 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.

13. 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

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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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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Date 4/14/2023

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission), in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86 and as described in this Agreement.

1.2. The Grantee must ensure services are available in communities within southern Grafton County.

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. The Grantee must ensure its patients who have a clinically diagnosed Opioid Use Disorder (OUD) and/or co-occurring Substance Use Disorder (SUD)/Mental Health (MH) issues have access to treatment and recovery services.

1.6. Transportation

1.6.1. The Grantee must purchase one (1) commercial, handicap accessible, van for the provision of transportation services through this Agreement.

1.6.2. The Grantee must ensure transportation is available for appointments related to accessing treatment and recovery services, including, but not limited to:

1.6.2.1. Medications for Substance Use Disorders (MSUD).

1.6.2.2. Behavioral Health.

1.6.2.3. Intensive Outpatient and other Treatment Programs.

1.6.2.4. Pharmacies.

1.6.2.5. Recovery Support Programs.

1.6.3. The Grantee must ensure transportation services are provided at no cost to individuals in need of services.

1.6.4. The Grantee must ensure the personnel provided include one (1) full-time equivalent (FTE) driver to transport individuals to appointments as described above.

1.7. Staff Training

1.7.1. The Grantee must ensure funding from this Agreement is used to provide training scholarships and supports for continuing education,

certification, and licensing attainment for certified addiction counselors and other mental and behavioral health providers and staff involved in addressing OUD/SUD/MH issues.

1.7.2. The Grantee must ensure training topics support improved access to treatment and recovery services and include, but are not limited to:

1.7.2.1. Opioid Use Disorder.

1.7.2.2. Substance Use Disorder.

1.7.2.3. Mental health issues.

1.8. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.9. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.9.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.9.2. Ensure the Department is provided with access that includes but is not limited to:

1.9.2.1. Data.

1.9.2.2. Financial records.

1.9.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

1.9.2.4. Scheduled access to Grantee principals and staff.

1.10. Reporting

1.10.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.10.1.1. The name, mailing address, and physical address of the Grantee;

1.10.1.2. The time period covered by the report;

1.10.1.3. The date the report was prepared;

1.10.1.4. A detailed account of funding spent on approved uses;

1.10.1.5. The number of individuals served;

1.10.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must

ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.10.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.10.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all

original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

which exception has been taken, or which have been disallowed because of such an exception.

9. Property Standards

9.1. Insurance coverage.

9.1.1. The Grantee shall, at a minimum, provide the equivalent insurance coverage for equipment acquired or improved in whole or in part with State funds under this Agreement as the Grantee provides to equipment the Grantee owns outside of this Agreement.

9.2. Equipment.

9.2.1. Equipment means tangible personal property (including, but not limited to motor vehicles and information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds $5,000.

9.2.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Grantee subject to the following conditions:

9.2.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

9.2.2.2. Not encumber the property without approval of the State.

9.2.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.3. and Paragraph 9.2.5.

9.2.3. Use.

9.2.3.1. Equipment must be used by the Grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Grantee must not encumber the equipment without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

9.2.3.2. During the time that equipment is used on the project or program for which it was acquired, the Grantee must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on

the projects of program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

9.2.3.3. When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

9.2.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

9.2.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

9.2.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

9.2.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

9.2.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.

9.2.4.5. If the Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

9.2.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Grantee must request disposition

instructions from the State. Disposition of the equipment will be made as follows:

9.2.5.1. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.2.5.2. Items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Grantee or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Grantee to deduct and retain from the State's share $500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.2.5.3. The Grantee may transfer title to the property to an eligible third party provided that, in such cases, the Grantee must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.2.5.4. In cases where the Grantee fails to take appropriate disposition actions, the State may direct the Grantee to take disposition actions.

10. Property Relationship and Liens

10.1. Equipment and intangible property, that are acquired or improved with State funds must be maintained and preserved in good order by the Grantee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Mid-State Health Center*

Budget Request for: *Opioid Abatement Programs*

Budget Period *12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by: DHHS
1. Salary & Wages	$20,800
2. Fringe Benefits	$5,824
3. Consultants	$0
4. Equipment	$97,500
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$5,000
8. (c) Other - Other (specify below)	
Other (vehicle maintenance)	$5,000
Other (fuel)	$2,220
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$136,344
Total Indirect Costs	$3,884.40
TOTAL	$140,228

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New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *Mid-State Health Center*

Budget Request for: *Opioid Abatement Programs*

Budget Period: *24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)*

Indirect Cost Rate (if applicable): 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$43,264
2. Fringe Benefits	$12,114
3. Consultants	$0
4. Equipment	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$5,000
8. (c) Other - Other (specify below)	
Other (vehicle maintenance)	$5,000
Other (fuel)	$4,440
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$69,818
Total Indirect Costs	$6,981.79
TOTAL	$76,800

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4/7/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials PM

Date 4/7/2023

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Harm Reduction Coalition ("the Grantee").

WHEREAS, pursuant to an agreement (the " Grant Agreement ") approved by the Governor and Executive Council on May 3, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $1,822,916

3. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 4, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/11/2025
Date

DocuSigned by:
Katja S. Fox
ED9DC8B81C03442...
Name: Katja S. Fox
Title: Director

New Hampshire Harm Reduction Coalition

3/10/2025
Date

DocuSigned by:
Lauren McGinley
B2F54E6B3E7C4B3...
Name: Lauren McGinley
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/13/2025
Date

DocuSigned by:
Robyn Guarino
74273434841400...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit C-3 Budget – Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	New Hampshire Harm Reduction Coalition
Budget Request for:	Opioid Abatement Programs
Budget Period	5/4/25-6/30/25
Indirect Cost Rate (if applicable)	15.00%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$32,500
2. Fringe Benefits	$3,250
3. Consultants	$10
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$25
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$1,000
5.(e) Supplies Office	$750
6. Travel	$1,000
7. Software	$550
8. (a) Other - Marketing/ Communications	$250
8. (b) Other - Education and Training	$50
8. (c) Other - Other (specify below)	$0
Other (please specify) Occupancy	$10
Other (please specify) Telephone	$1,100
Other (please specify) Insurance	$10
Other (please specify)	$0
9. Subrecipient Contracts	$22,900
Total Direct Costs	$63,405
Total Indirect Costs	$9,511
TOTAL	$72,916

Contractor Initials: DS

Date: 3/10/2025

New Hampshire Department of Health and Human Services

Contractor Name: New Hampshire Harm Reduction Coalition

Budget Request for: Opioid Abatement Programs

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 15.00%

Line Item	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	$115,000	$115,500
2. Fringe Benefits	$11,500	$11,500
3. Consultants	$500	$575
4. Equipment	$0	$0
5.(a) Supplies - Educational	$135	$150
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$9,500	$9,750
5.(e) Supplies - Office	$8,500	$8,550
6. Travel	$500	$625
7. Software	$1,500	$1,750
8. (a) Other - Marketing/Communications	$12,500	$12,750
8. (b) Other - Education and Training	$150	$150
8. (c) Other - Other (specify below)	$0	$0
Other (please specify) Occupancy	$12,650	$12,750
Other (please specify) Telephone	$10,000	$8,135
Other (please specify) Insurance	$13,000	$13,250
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$185,000	$185,000
Total Direct Costs	$380,435	$380,435
Total Indirect Costs	$57,065	$57,065
Subtotals	$437,500	$437,500
	TOTAL	$875,000

Contractor Initials: DS

Date: 3/10/2025

Docusign Envelope ID: 06DECA6F-D023-4DA2-8CE9-6AF86DE09BDE

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE HARM REDUCTION COALITION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 29, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **808023**

Certificate Number: **0007052618**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of February A.D. 2025.

David M. Scanlan
Secretary of State

Docusign Envelope ID: 06DECA6F-D023-4DA2-8CE9-6AF86DE09BDE

CERTIFICATE OF AUTHORITY

I, Dan Andrus, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of NH Harm Reduction Coalition (NHHRC).
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 14, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Lauren McGinley, NHHRC Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of NH Harm Reduction Coalition to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 2/13/2025

Daniel L. Andrus

Signature of Elected Officer

Name: Dan Andrus

Title: Treasurer, NHHRC

Docusign Envelope ID: 06DECA6F-D023-4DA2-8CE9-6AF86DE09BDE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Insurance Associates, LLC 656 Shrewsbury Ave Suite 200 Tinton Falls NJ 07701 License#: BR-961573	CONTACT NAME: Victoria DeGrazio PHONE (A/C, No, Ext): 732-380-0900 FAX (A/C, No): E-MAIL ADDRESS: Certificates@WorldInsurance.com
INSURED NH Harm Reduction Coalition 1 Washington Street UNit #3114 Dover NH 03821 NHHARMR-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Landmark American Insurance Company — 33138 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 791885965 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			LHC858115	5/18/2024	5/18/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	X POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 0
							Deductible	$ 2,500
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NEWHAMP-52 MHARRIMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
World Insurance Associates, LLC 818 Central Ave Dover, NH 03820	PHONE (A/C, No, Ext): (603) 740-0140	FAX (A/C, No): (603) 743-3370
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety Insurance Company	39454
INSURER B : Technology Insurance Company	42376
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

New Hampshire Harm Reduction Coalition
1 Washington Street Unit #3114
Dover, NH 03821

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			6268512	9/15/2024	9/15/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [Y]	N/A		TARNH1052632-02	8/26/2024	8/26/2025	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Directors & Officers			04KM033928524	7/25/2024	7/25/2025	Aggregate	1,000,000

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

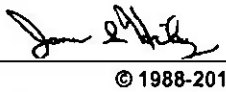
CERTIFICATE HOLDER

State of New Hampshire Department
of Health and Human Services
129 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

April 18, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-86, in an amount not to exceed $6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date*.
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	96 Months from G&C approval**

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	24 Months from G&C approval
		Total	**$6,541,114**	

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*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 96-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

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The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing, prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00
		Sub Total		$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00
		Sub Total		$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$86,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00
		Sub Total		$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00
		Sub Total		$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00
		Sub Total		$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title 100.000	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00
		Sub Total		$800,000.00

Elliott Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00
		Sub Total		$200,000.00

Greater Seacoast Community Health — VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00
		Sub Total		$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00
		Sub Total		$269,645.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00
		Sub Total		$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00
		Sub Total		$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00
		Sub Total		$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00
		Sub Total		$263,787.00

The Upper Room, A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00
		Sub Total		$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00
		Sub Total		$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00
		Sub Total		$458,270.00

Overall Total	$6,541,114.00

Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00
		Sub Total		$6,541,114.00

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RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

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County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Reearch & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-13)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name New Hampshire Harm Reduction Coalition		1.4. Grantee Address 1 Washington Street, Unit 3114 Dover, NH 03821	
1.5. Grantee Phone # (603) 568-0258	1.6. Account Number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation $875,000
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"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. Grantee Signature 1 Lauren McGinley 4/10/2023		1.12. Name & Title of Grantee Signor 1 Lauren McGinley Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Katja S. Fox 4/11/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Robyn Guarino Assistant Attorney General, On: 4/12/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials LM
Date 4/10/2023

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 OF 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.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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.

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 Grantee 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 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.

12.4. 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.

13. 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

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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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DS

Date 4/10/2023

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4. Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission), in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.

1.2. The Grantee must ensure services are available statewide.

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. The Grantee must act as a Facilitating Organization and implement the Capacity Development and Expansion Initiative (CapEx Initiative) project to:

1.5.1. Increase statewide capacity to deliver mobile harm reduction programming;

1.5.2. Facilitate access to care for individuals seeking treatment and recovery support services for Opioid Use Disorder (OUD); and

1.5.3. Mitigate and reduce the risks of injection drug related infections.

1.6. The Grantee must ensure the CapEx Initiative expands and supports harm reduction programing through a tiered model as follows:

1.6.1. Tier 1: Technical Assistance (TA) and planning - providing consultation and support to organizations and communities exploring the startup of harm reduction programming;

1.6.2. Tier 2: Development – providing funding to organizations for the ability to collect and report on the positive outcomes of harm reduction programming; and

1.6.3. Tier 3: Expansion – providing organizations which currently operate harm reduction programs, financial support for costs associated with expansion of operations.

1.7. The Grantee must ensure the CapEx Initiative project promotes the key principles of harm reduction, as follows:

1.7.1. Honor the complex biopsychosocial nature of substance misuse that are unique to every individual;

1.7.2. Respect human rights, cultural values, beliefs, and dignity of all people;

1.7.3. Are evidence-informed, pragmatic, non-coercive and non-discriminatory;

1.7.4. Are continuously improved by timely and reliable evidence;

1.7.5. Are trauma-informed, resilient and recovery oriented;

1.7.6. Are informed by the wisdom of lived experience; and

1.7.7. Are equally accessible to all individuals.

1.8. The Grantee must ensure the CapEx Initiative service delivery model is driven by each community's needs for specific harm reduction programming, as identified:

1.8.1. By agencies that provide harm reduction services in the area; or

1.8.2. Through community health needs assessments available through the NH Regional Public Health Network and other public health organizations.

1.9. The Grantee must ensure the CapEx Initiative services are aligned with evidence-based harm reduction practices.

1.10. The Grantee must establish an Advisory Council to facilitate cohesive and strategic expansion and development of harm reduction services. The Grantee must ensure the Advisory Council:

1.10.1. Is comprised of stakeholders affiliated with key informant organizations involved in the New Hampshire Continuum of Care system, including, but not limited to:

1.10.1.1. NH Doorways.

1.10.1.2. NH Charitable Foundation.

1.10.1.3. Peer Recovery Services and Support Facilitating Organization.

1.10.1.4. Federally Qualified Health Center (FQHC).

1.10.1.5. NH Community Mental Health Center (CMHC).

1.10.1.6. NH Regional Public Health Network (RPHN).

1.10.2. Provides oversight and guidance for the deployment of resources to communities seeking to expand or implement mobile harm reduction programs; and

1.10.3. Develops funding criteria for harm reduction programs.

1.11. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.12. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.12.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.12.2. Ensure the Department is provided with access that includes but is not limited to:

1.12.2.1. Data.

1.12.2.2. Financial records.

1.12.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

1.12.2.4. Scheduled access to Grantee principals and staff.

1.13. Reporting

1.13.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.13.1.1. The name, mailing address, and physical address of the Grantee;

1.13.1.2. The time period covered by the report;

1.13.1.3. The date the report was prepared;

1.13.1.4. A detailed account of funding spent on approved uses;

1.13.1.5. The number of individuals served;

1.13.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.13.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.13.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or

collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting docume ntion for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *New Hampshire Harm Reduction Coalition*

Budget Request for: *Opioid Abatement Programs*

Budget Period: *12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)*

Indirect Cost Rate (if applicable) _____

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$57,300
2. Fringe Benefits	$3,056
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,700
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$105
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$304,293
Total Direct Costs	$366,454
Total Indirect Costs	$8,546
TOTAL	$375,000

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New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *New Hampshire Harm Reduction Coalition*

Budget Request for: *Opioid Abatement Programs*

Budget Period *24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)*

Indirect Cost Rate (if applicable)

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$76,400
2. Fringe Benefits	$15,280
3. Consultants	$0
4. Equipment	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$400
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$396,212
Total Direct Costs	$488,292
Total Indirect Costs	$11,708
TOTAL	$500,000

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Health Consortium ("the Grantee").

WHEREAS, pursuant to an agreement (the " Grant Agreement ") approved by the Governor and Executive Council on May 3, 2023 (Item #13), as amended on April 10, 2024 (Item #5B) and on December 18, 2024 (Item #15), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $1,137,496

3. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

4. Add Exhibit C-3, Budget – Amendment #3, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-4, Budget – Amendment #3, which is attached hereto and incorporated by reference herein.

Initial
Contractor Initials LP
Date 3/20/2025

All terms and conditions of the Grant Agreement and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 4, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/20/2025
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...
Name: Katja S. Fox
Title: Director

North Country Health Consortium

3/20/2025
Date

Signed by:
Lauren Pearson
0120DD510AF3408...
Name: Lauren Pearson
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/22/2025
Date

DocuSigned by:
Robyn Guarino
748734844044460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3 Budget – Amendment #3

New Hampshire Department of Health and Human Services	
Contractor Name:	North Country Health Consortium
Budget Request for:	Opioid Abatement Programs
Budget Period	5/4/25-6/30/25
Indirect Cost Rate (if applicable)	33.0% of Salary & Benefits
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$25,922
2. Fringe Benefits	$5,980
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$200
6. Travel	$245
7. Software	$200
8. (a) Other - Marketing/ Communications	$1,100
8. (b) Other - Education and Training	$1,325
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$34,972
Total Indirect Costs	$10,528
TOTAL	$45,500

Contractor Initials: LP (Initial)

Date: 3/20/2025

Exhibit C-4, Budget – Amendment #3

New Hampshire Department of Health and Human Services

Contractor Name: North Country Health Consortium

Budget Request for: Opioid Abatement Programs

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 33.0% of Salary & Benefits

Line Item	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	$142,034	$146,295
2. Fringe Benefits	$32,767	$33,750
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$1,350	$1,350
6. Travel	$2,214	$2,089
7. Software	$1,200	$1,200
8. (a) Other - Marketing/Communications	$2,400	$2,400
8. (b) Other - Education and Training	$850	$500
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$32,500	$26,000
Total Direct Costs	$215,315	$213,584
Total Indirect Costs	$57,684	$59,415
Subtotals	$272,999	$272,999
	TOTAL	$545,998

Initial

Contractor Initials: LP

Date: 3/20/2025

Docusign Envelope ID: CDD9B596-9455-44FB-AC40-D5B5D9FC70CB

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 05, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **301456**

Certificate Number: **0006652261**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2024.

David M. Scanlan

Secretary of State

Docusign Envelope ID: CDD9B596-9455-44FB-AC40-D5B5D9FC70CB

CERTIFICATE OF AUTHORITY

I, **Ken Gordon**, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of **North Country Health Consortium**.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **November 21, 2024**, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **Lauren Pearson, Executive Director**, is duly authorized on behalf of **North Country Health Consortium** to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/19/2025

DocuSigned by:
Ken Gordon
175C252F47D9423...

Signature of Elected Officer
Name: Ken Gordon
Title: Board President

Docusign Envelope ID: CDD9B596-9455-44FB-AC40-D5B5D9FC70CB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Anne Bennett	
Cross Insurance-Portland 2331 Congress Street Portland ME 04102	PHONE (A/C, No, Ext): (207) 780-1677	FAX (A/C, No): (207) 780-6377
	E-MAIL ADDRESS: anne.bennett@crossagency.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Indemnity Ins Co	18058
INSURER B :	Eastern Alliance Insurance Co	10724
INSURER C :	Arch Ins Group	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
North Country Health Consortium Inc
262 Cottage St Ste 230
Littleton NH 03561-4143

COVERAGES CERTIFICATE NUMBER: 25/26 MASTER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2624203-007	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB889411-007	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0000114697	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Directors and Officers			NFP0340097-00	08/10/2024	08/10/2025	General Aggregate Products/Completed Ops Personal & Advertising	$1,000,000

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

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant St
Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Lori A. Weaver.
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 2, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing agreement with the Grantee listed below **in bold** for the continued development and implementation of opioid abatement programs, by increasing the total price limitation by $282,211 from $6,541,114 to $6,823,325 with no change to the contract completion date of May 3, 2025, effective upon Governor and Council approval. 100% Other Funds (Opioid Abatement Trust Fund).

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Archways (Tilton, NH)	310158-B001	Central, NH	$284,034	$0	$284,034	O: 5/3/23 (Item #13)
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	$0	$353,350	O: 5/3/23 (Item #13)
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	$0	$173,888	O: 5/3/23 (Item #13)
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	$0	$209,365	O: 5/3/23 (Item #13)
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	$0	$453,847	O: 5/3/23 (Item #13)

Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	$0	$800,000	O: 5/3/23 (Item #13)
Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	$0	$200,000	O: 5/3/23 (Item #13)
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	$0	$575,737	O: 5/3/23 (Item #13)
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	$0	$269,645	O: 5/3/23 (Item #13)
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	$0	$574,350	O: 5/3/23 (Item #13)
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	$0	$217,028	O: 5/3/23 (Item #13)
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	$0	$875,000	O: 5/3/23 (Item #13)
North Country Health Consortium (Littleton, NH)	**158557-B001**	**North Country**	**$263,787**	**$282,211**	**$545,998**	**O: 5/3/23 (Item #13) A1: 4/10/24 (Item #5B)**
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	$0	$264,000	O: 5/3/23 (Item #13)

TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	$0	$568,813	O: 5/3/23 (Item #13)
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	$0	$458,270	O: 5/3/23 (Item #13)
		Total:	**$6,541,114**	**$282,211**	**$6,823,325**	

Funds are available in the following account for State Fiscal Year 2025, 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.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is increasing the price limitation by more than 10% of the original contract. The Grantee was originally awarded funds by the Opioid Abatement Advisory Commission (Commission) through a competitive grant award process. The Commission awarded additional funds to the Grantee and directed the Department to enter into this Amendment.

The purpose of this request is for the Grantee to continue developing and implementing the approved opioid abatement projects recommended by the Commission by adding $282,211 in funding as directed and approved by the Commission.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use or mental health (SUD/MH) condition; and/or children impacted by substance use will be served through May 3, 2025.

The additional funds will enable the Grantee to:

1. Recruit up to four (4) schools and four (4) law enforcement agencies in Coos County to implement Restorative Justice (RJ) Programs and services.
2. Complete the onboarding process with 46 businesses to declare them as Recovery Friendly Workplaces, impacting over 700 employees.
3. Complete the Opioid Overdose Initiative through coordination with two new Recovery Care Organizations in Berlin and Colebrook to enhance their Recovery Service Centers and strengthen the presence of recovery initiatives in both communities.
4. Conduct regional outreach to recruit and onboard interested schools in the North Country to engage them in the youth outdoor adventure program called Youth Leadership Through Adventure (YLTA).

The Grantee will continue to provide training, coordination, and support for up to seven (7) public school programs and services to help students with OUD and any co-occurring SUD/MH condition, or students who have been affected by OUD and any co-occurring SUD/MH condition within their families. Additionally, the Grantee will continue supporting evidence-based prevention

programs and services that promote healthy, drug-free lifestyles; reduce isolation; build skills and confidence; and facilitate and strengthen community-based prevention efforts.

The Department will continue monitoring services through monthly, quarterly, and annual reporting, and through audits of individual providers. An annual evaluation of all data, including demographic and outcome data, is conducted to ensure:

- Services provided reduce the negative impacts of substance misuse;
- Grantee supports 46 business to meet the criteria to be deemed Recovery Friendly workplaces;
- Grantee serves individuals using evidence-based practices and follow best practices with fidelity; and
- Grantee supports local recovery communities and increases recovery initiatives.

Should the Governor and Executive Council not authorize this request, the Grantee will be unable to fully develop and implement the opioid abatement projects, leaving local public-school personnel less equipped to support students with OUD and any co-occurring SUD/MH issues. Additionally, the Grantee may not have the resources to administer evidence-based prevention programs focused on healthy, drug-free lifestyles; isolation reduction; and skills-building. Efforts to facilitate and strengthen community-based prevention activities may be hampered as well.

Area Served: North Country

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

For

Lori A. Weaver
Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds).

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00	$0.00	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00	$0.00	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00	$0.00	$118,347.00
		Sub Total		$284,034.00	$0.00	$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00	$0.00	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00	$0.00	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00	$0.00	$145,104.00
		Sub Total		$353,350.00	$0.00	$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00	$0.00	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$86,944.00	$0.00	$86,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00	$0.00	$72,453.00
		Sub Total		$173,888.00	$0.00	$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00	$0.00	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00	$0.00	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00	$0.00	$85,758.00
		Sub Total		$209,365.00	$0.00	$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00	$0.00	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00	$0.00	$378,206.00
		Sub Total		$453,847.00	$0.00	$453,847.00

Dismas Home of New Hampshire — VDR - 290081 - B001

State Fiscal Year	Class / Account	Class Title100,000	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00	$0.00	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00	$0.00	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00	$0.00	$150,000.00
		Sub Total		$800,000.00	$0.00	$800,000.00

Elliott Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00	$0.00	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00	$0.00	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00	$0.00	$83,333.00
		Sub Total		$200,000.00	$0.00	$200,000.00

Greater Seacoast Community Health — VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00	$0.00	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00	$0.00	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00	$0.00	$216,135.00
		Sub Total		$575,737.00	$0.00	$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00	$0.00	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00	$0.00	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00	$0.00	$138,038.00
		Sub Total		$269,645.00	$0.00	$269,645.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount

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2023	102-500731	Contracts for Program Services	92053950	$45,492.00	$0.00	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00	$0.00	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00	$0.00	$227,458.00
		Sub Total		$574,350.00	$0.00	$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00	$0.00	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00	$0.00	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00	$0.00	$116,857.00
		Sub Total		$217,028.00	$0.00	$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00	$0.00	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00	$0.00	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00	$0.00	$312,500.00
		Sub Total		$875,000.00	$0.00	$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00	$0.00	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$196,000.00	$0.00	$196,000.00
2025	102-500731	Contracts for Program Services	92053950	$23,823.00	$282,211.00	$306,034.00
		Sub Total		$263,787.00	$282,211.00	$545,998.00

The Upper Room, A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00	$0.00	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00	$0.00	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00	$0.00	$110,000.00
		Sub Total		$264,000.00	$0.00	$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00	$0.00	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00	$0.00	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00	$0.00	$244,052.00
		Sub Total		$568,813.00	$0.00	$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00	$0.00	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,835.00	$0.00	$213,835.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00	$0.00	$203,862.00
		Sub Total		$458,270.00	$0.00	$458,270.00
			Overall Total	$6,541,114.00	$282,211.00	$6,823,325.00

Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00		$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,259,007.00		$3,259,007.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00		$2,529,931.00
		Sub Total		$6,517,291.00		$6,823,325.00

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Health Consortium ("Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on May 3, 2023 (Item #13), as amended on April 10, 2024 (Item #5B), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1, General Provisions, Block 1.8, Price Limitation, to read:

   $545,998

2. Modify Exhibit C, Payment Terms; Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved budget line items, as specified in Exhibit C-1, Budget, Amendment #1 and Exhibit C-2, Budget, Amendment #2.

3. Modify Exhibit C-2, Budget, Amendment #1, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C, Payment terms; Section 7, to read:

   7. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

All terms and conditions of the Grant Agreement and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/2/2024
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

North Country Health Consortium

12/2/2024
Date

Signed by:
Lauren Pearson
Name: Lauren Pearson
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/3/2024
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-2, Budget, Amendment #2

New Hampshire Department of Health and Human Services	
Contractor Name:	North Country Health Consortium
Budget Request for:	Opioid Abatement Programs
Budget Period	7/1/2024 - 5/3/2025
Indirect Cost Rate (if applicable)	30.40% Salaries and Wages Only
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$142,684
2. Fringe Benefits	$32,917
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$3,618
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$225
6. Travel	$11,052
7. Software	$1,181
8. (a) Other - Marketing/ Communications	$1,000
8. (b) Other - Education and Training	$4,000
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$55,974
Total Direct Costs	$252,651
Total Indirect Costs	$53,383
TOTAL	$306,034

Contractor Initials: Initial UP

Date: 12/2/2024

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Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

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March 25, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing agreement with the Grantee listed below **in bold** for the continued development and implementation of opioid abatement programs, by exercising a Grant Agreement renewal option, with no change to the overall price limitation of $6,541,114 and extending the completion date from May 3, 2024 to May 3, 2025, effective upon Governor and Council approval. 100% Other Funds (Opioid Abatement Trust Fund).

The original agreements were approved by Governor and Council on May 3, 2023, item #13.

Grantee Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	$0	$284,034
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	$0	$353,350
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	$0	$173,888
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	$0	$209,365
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	$0	$453,847
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	$0	$800,000

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	$0	$200,000
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	$0	$575,737
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	$0	$269,645
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	$0	$574,350
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	$0	$217,028
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	$0	$875,000
North Country Health Consortium (Littleton, NH)	**158557-B001**	**North Country**	**$263,787**	**$0**	**$263,787**
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	$0	$264,000
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	$0	$568,813

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Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	$0	$458,270
		Total:	**$6,541,114**	**$0**	**$6,541,114**

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Grantee to continue developing and implementing the opioid abatement projects approved by the Opioid Abatement Advisory Commission (Commission) through a no-cost renewal as directed by the Commission. Unused funding from State Fiscal Year 2024 will be carried forward to State Fiscal Year 2025, resulting in no additional cost to the Opioid Abatement Trust Fund.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served through May 3, 2025.

The Grantee will continue to develop and implement the Student Wellness and Support program, Juvenile Restorative Justice program, and Youth Leadership Through Adventure program. The Grantee will continue to provide training, coordination, and support for public school programs and services to help students with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/Mental Health (SUD/MH) issues, or students who have been affected by OUD and any co-occurring SUD/MH issues within their families. Additionally, the Grantee will continue supporting evidence-based prevention programs and services that promote healthy, drug-free lifestyles; reduce isolation; build skills and confidence; and facilitate and strengthen community-based prevention efforts.

The Department will continue to monitor services by reviewing annual reports and conducting regular meetings with the Grantee.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) Year of the two (2) years available.

Should the Governor and Executive Council not authorize this request, the Grantee will be unable to fully develop and implement the opioid abatement projects, leaving local public-school personnel less equipped to support students with OUD and any co-occurring SUD/MH issues. Additionally, the Grantee would not have the ability to administer evidence-based prevention programs focused on healthy, drug-free lifestyles; isolation reduction; and skills-building. Efforts to facilitate and strengthen community-based prevention activities will be hampered as well.

Area served: North Country.

Docusign Envelope ID: CDD9B596-9455-44FB-AC40-D5B5D9FC70CB

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

for Lori A. Weaver,
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00	$0.00	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00	$0.00	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00	$0.00	$118,347.00
		Sub Total		$284,034.00	$0.00	$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00	$0.00	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00	$0.00	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00	$0.00	$145,104.00
		Sub Total		$353,350.00	$0.00	$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00	$0.00	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$86,944.00	$0.00	$86,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00	$0.00	$72,453.00
		Sub Total		$173,888.00	$0.00	$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00	$0.00	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00	$0.00	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00	$0.00	$85,758.00
		Sub Total		$209,365.00	$0.00	$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00	$0.00	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00	$0.00	$378,206.00
		Sub Total		$453,847.00	$0.00	$453,847.00

Dismas Home of New Hampshire — B001

State Fiscal Year	Class / Account	Class Title100,000	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00	$0.00	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00	$0.00	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00	$0.00	$150,000.00
		Sub Total		$800,000.00	$0.00	$800,000.00

Elliott Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00	$0.00	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00	$0.00	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00	$0.00	$83,333.00
		Sub Total		$200,000.00	$0.00	$200,000.00

Greater Seacoast Community Health — B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount

2023	102-500731	Contracts for Program Services	92053950	$43,227.00	$0.00	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00	$0.00	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00	$0.00	$216,135.00
		Sub Total		$575,737.00	$0.00	$575,737.00

VDR - 275119 -
B001

Hope On Haven Hill

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00	$0.00	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00	$0.00	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00	$0.00	$138,038.00
		Sub Total		$269,645.00	$0.00	$269,645.00

B001

Makin It Happen Coalition for Resilient Youth

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00	$0.00	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00	$0.00	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00	$0.00	$227,458.00
		Sub Total		$574,350.00	$0.00	$574,350.00

B001

Mid-State Health Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00	$0.00	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00	$0.00	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00	$0.00	$116,857.00
		Sub Total		$217,028.00	$0.00	$217,028.00

VDR - 330454 -
B001

New Hampshire Harm Reduction Coalition

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00	$0.00	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00	$0.00	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00	$0.00	$312,500.00
		Sub Total		$875,000.00	$0.00	$875,000.00

VDR - 158557 -
B001

North Country Health Consortium

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$43,984.00	$0.00	$43,984.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00	($23,823.00)	$196,000.00
2025	102-500731	Contracts for Program Services	92053950	$0.00	$23,823.00	$23,823.00
		Sub Total		$263,787.00	$0.00	$263,787.00

B001

The Upper Room, A Family Resource Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00	$0.00	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00	$0.00	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00	$0.00	$110,000.00
		Sub Total		$264,000.00	$0.00	$264,000.00

VDR - 170625 -

TLC Family Resource Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00	$0.00	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00	$0.00	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00	$0.00	$244,052.00
		Sub Total		$568,813.00	$0.00	$568,813.00

VDR - 177171 -

Weeks Medical Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase/ (Decrease)	Revised Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00	$0.00	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00	$0.00	$213,635.00

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2025	102-500731	Contracts for Program Services	92053950	$203,882.00	$0.00	$203,882.00
		Sub Total		$458,270.00	$0.00	$458,270.00

Overall Total			$8,541,114.00

Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number			Amount
2023	102-500731	Contracts for Program Services	92053950			$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950			$3,259,007.00
2025	102-500731	Contracts for Program Services	92053950			$2,247,720.00
		Sub Total				$8,541,114.00

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Health Consortium ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 3, 2023 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   May 3, 2025

2. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 and Exhibit C-2 Budget, Amendment #1.

3. Modify Exhibit C-1, Budget by deleting and replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

Contractor Initials
3/25/2024
Date

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

3/25/2024
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

North Country Health Consortium

3/25/2024
Date

DocuSigned by:
Lauren Pearson
Name: Lauren Pearson
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/25/2024
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

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New Hampshire Department of Health and Human Services

Grantee Name:	*North Country Health Consortium*
Budget Request for:	*Opioid Abatement Programs*
Budget Period	*G&C Approval Date to 6/30/2024*
Indirect Cost Rate (if applicable)	30.4% Salaries and Wages only

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$114,697
2. Fringe Benefits	$26,481
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$682
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$2,775
6. Travel	$10,592
7. Software	$1,819
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$40,026
Total Direct Costs	$197,052
Total Indirect Costs	$42,912
TOTAL	$239,964

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3/25/2024

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New Hampshire Department of Health and Human Services

Grantee Name:	*North Country Health Consortium*
Budget Request for:	*Opioid Abatement Programs*
Budget Period	*7/1/2024 to 5/3/2025*
Indirect Cost Rate (if applicable)	30.4% Salaries and Wages only

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$11,386
2. Fringe Benefits	$2,627
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$318
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$25
6. Travel	$1,052
7. Software	$181
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$3,974
Total Direct Costs	$19,563
Total Indirect Costs	$4,260
TOTAL	$23,823

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3/25/2024

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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 18, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-88, in an amount not to exceed $6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date^
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,385	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290081-B001	Statewide	$800,000	96 Months from G&C approval**

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	24 Months from G&C approval
		Total	$6,641,114	

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*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 96-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

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The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Docusign Envelope ID: CDD9B596-9455-44FB-AC40-D5B5D9FC70CB

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways; formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,870.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00
		Sub Total		$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00
		Sub Total		$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$86,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00
		Sub Total		$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00
		Sub Total		$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00
		Sub Total		$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00
		Sub Total		$800,000.00

Elliott Hospital — VDR - 177178 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00
		Sub Total		$200,000.00

Greater Seacoast Community Health — VDR - 166829 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00
		Sub Total		$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00
		Sub Total		$269,645.00

Making It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00
		Sub Total		$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00
		Sub Total		$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00
		Sub Total		$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00
		Sub Total		$263,787.00

The Upper Room, A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00
		Sub Total		$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00
		Sub Total		$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00
		Sub Total		$458,270.00

Overall Total	$8,541,114.00

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Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00
		Sub Total		$6,541,114.00

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RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

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County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Research & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinefree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

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FORM NUMBER G-1 (version 11/2021)

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-14)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name North Country Health Consortium		1.4. Grantee Address 262 Cottage Street, Unit 230 Littleton, NH 03561	
1.5 Grantee Phone # (603) 259-4785	1.6. Account Number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 12 Months from G&C Approval	1.8. Grant Limitation $263,787
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: "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. Grantee Signature 1 Lauren Pearson 4/7/2023		1.12. Name & Title of Grantee Signor 1 Lauren Pearson Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Katja S. Fox 4/10/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Robyn Guarino Assistant Attorney General, On: 4/11/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials
Date 4/7/2023

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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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 OF 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.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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 Amounts 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 Grantee 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 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.

12.4. 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.

13. 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

Contractor Initials DS

Date 4/7/2023

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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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DS

Date 4/7/2023

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EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission) in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.

1.2. The Grantee must ensure services are available in the North Country of New Hampshire (North Country).

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. The Grantee must provide training, coordination, and support for public school programs and services to help students with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/ Mental Health (SUD/MH) issues, or who have been affected by OUD and any co-occurring SUD/MH issues within their family by developing and implementing a Student Wellness and Support Program (SWSP). The Grantee must ensure the SWSP:

1.5.1. Provides opportunities for all students to be successful learners in the natural school setting;

1.5.2. Improves access to Social Emotional Learning (SEL) supports and positive youth development opportunities;

1.5.3. Assists the school system to become a trauma-sensitive school district including:

1.5.3.1. Behavioral Health Intervention Teams (BHIT) to identify and provide for student SEL and Mental Health (MH) needs; and

1.5.3.2. Systems that work at the community level to identify children and youth in need of increased levels of behavioral supports in order to be successful in natural school settings;

1.5.4. Aligns with the evidence-based Positive Behavioral Interventions and Supports (PBIS) Framework's three (3) tiered system that supports students' behavioral, academic, social, emotional, and mental health; and

1.5.5. Delivers SEL/MH interventions to students based on the following tiers:

1.5.5.1. Tier 1: All students;

1.5.5.2. Tier 2: Students who need additional supports to be successful in the natural school setting; and

1.5.5.3. Tier 3: Individualized interventions to students needing more SEL/MH supports to succeed in the natural school setting.

1.5.6. The Grantee must ensure each participating school receives the opportunity for two (2) staff to become certified SEL educators. The Grantee must ensure each Certified SEL Educator:

1.5.6.1. Has effective tools to authentically connect with students of all backgrounds;

1.5.6.2. Learns how to implement SEL and mindfulness;

1.5.6.3. Understands the 'why' behind these critical skills;

1.5.6.4. Engages in self-care and community building with peers from across the country; and

1.5.6.5. Receive professional development credits and clock hours through trainings.

1.5.7. The Grantee must ensure the personnel provided for the SWSP includes:

1.5.7.1. One (1) SEL Coordinator, who:

1.5.7.1.1. Has completed the two (2)-year Mindful Practices Program, developed by the Collaborative for Academic, Social, and Emotional Learning (CASEL);

1.5.7.1.2. Supports North Country schools in becoming trauma-sensitive institutions;

1.5.7.1.3. Provides technical assistance and guidance to implement a Behavioral Health Intervention Team (BHIT) approach that addresses the social and emotional needs of students;

1.5.7.1.4. Increases awareness and understanding in schools of the impact of Adverse Childhood Experiences (ACEs) within the community;

1.5.7.1.5. Collaborates with educators to coordinate delivery of SEL supports;

1.5.7.1.6. Trains school staff on programs that improve student social and emotional development; and

1.5.7.1.7. Identifies and advances effective, innovative interventions in the region.

1.6. The Grantee must support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, and

skills and confidence, and facilitate community-based prevention efforts by implementing a Juvenile Restorative Justice Program and Youth Leadership Through Adventure.

1.6.1. Juvenile Restorative Justice Program

1.6.1.1. The Grantee must develop and implement Youth Diversion Programs (YDP), using a Restorative Justice Model; in the North Country as follows:

1.6.1.1.1. Year 1: The Grantee must develop and implement YDP in the towns of Berlin and Gorham, NH.

1.6.1.1.2. Year 2: The Grantee must expand the YDP by developing and implementing up to three (3) additional YDPs in other areas of the North Country.

1.6.1.2. The Grantee must work with local police departments and communities to:

1.6.1.2.1. Create formal structures, policies, and procedures for each YDP;

1.6.1.2.2. Ensure the YDPs focus on the rehabilitation of offenders through reconciliation with victims and the community at large; and

1.6.1.2.3. Achieve accreditation through the NH Juvenile Court Diversion Network.

1.6.2. Youth Leadership Through Adventure (YLTA)

1.6.2.1. The Grantee must ensure the YLTA is implemented:

1.6.2.1.1. As a school-year long strategy with components including, but not limited to:

1.6.2.1.1.1. Summer Leadership Academies.

1.6.2.1.1.2. Adult Advisor trainings.

1.6.2.1.1.3. Middle and High School annual conferences.

1.6.2.1.1.4. The Regional YLTA Team.

1.6.2.1.1.5. Kids in Prevention (KIP) retreats.

1.6.2.1.2. Using experiential educational techniques based on the 15 constructs of Positive Youth Development.

1.6.2.2. The Grantee must reduce substance misuse and improve school climate in every North Country middle and high school through the evidence-based program, including:

1.6.2.2.1. Gorham High School;

1.6.2.2.2. Littleton High School;

1.6.2.2.3. Woodsville High School;

1.6.2.2.4. Groveton High School;

1.6.2.2.5. Berlin High School;

1.6.2.2.6. Lisbon High School;

1.6.2.2.7. White Mountain Regional High School;

1.6.2.2.8. Haverhill Cooperative Middle School;

1.6.2.2.9. Monroe Consolidated Middle School;

1.6.2.2.10. Lancaster Middle School;

1.6.2.2.11. Whitefield Middle School;

1.6.2.2.12. Berlin Middle School; and

1.6.2.2.13. Gorham Middle School.

1.6.2.3. The Grantee must work with Adolescent Drug and Alcohol Tools, Inc. (ADAPT) to provide support from a trained trainer to all schools to enhance the delivery of this evidence-based program.

1.6.3. The Grantee must strengthen community efforts to address substance use and misuse issues of concern in the communities identified above, utilizing the following three (3) strategies:

1.6.3.1. Implementing the Centers of Disease Control (CDC's), Opioid Overdose Prevention Program; evidence-based strategies for Preventing Opioid Overdose;

1.6.3.2. Leverage existing leadership team to expand a community-based, multi-sector coalition to address the substance misuse issues of concern; and

1.6.3.3. Coordinate with the NH Recovery Friendly Workplace initiative to recruit businesses and organizations in the designated communities and connect them to the Recovery Friendly Workplace Initiative, making them eligible to receive targeted recovery training and support.

1.6.4. In coordination with the local Doorway, the Grantee must ensure the provision of transportation to treatment programs for HIDTA

communities in the North Country in order to improve access to treatment and recovery supports for individuals with OUD and any co-occurring SUD/MH issues.

1.6.5. The Grantee must ensure the personnel provided to support the Restorative Justice Programs and the HIDTA Support Program includes:

1.6.5.1. One (1) Resiliency Coordinator, who:

1.6.5.1.1. Works with community stakeholders on the identification and response to risk factors including:

1.6.5.1.1.1. ACEs; and

1.6.5.1.1.2. Trauma.

1.6.5.1.2. Works with consortium members and partners to seek creative solutions that address the Social Determinants of Health.

1.6.5.1.3. Provides guidance and support for implementing strategies within:

1.6.5.1.3.1. Youth Restorative Justice Program development; and

1.6.5.1.3.2. Recovery Friendly Workplace advocacy and recruitment.

1.6.5.1.4. Provides coalition development assistance in North Country communities where coalitions do not currently exist.

1.7. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.8. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.8.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and.

1.8.2. Ensure the Department is provided with access that includes but is not limited to:

1.8.2.1. Data.

1.8.2.2. Financial records.

1.8.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

1.8.2.4. Scheduled access to Grantee principals and staff.

1.9. Reporting

1.9.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.9.1.1. The name, mailing address, and physical address of the Grantee;

1.9.1.2. The time period covered by the report;

1.9.1.3. The date the report was prepared;

1.9.1.4. A detailed account of funding spent on approved uses;

1.9.1.5. The number of individuals served;

1.9.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.9.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.9.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure

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meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the

Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions; Block 1.7 Completion Date.
7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting

encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *North Country Health Consortium*

Budget Request for: *Opioid Abatement Programs*

Budget Period: *12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)*

Indirect Cost Rate (if applicable): 30.4% Salaries and Wages only

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$126,083
2. Fringe Benefits	$29,088
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$1,000
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$2,800
6. Travel	$11,644
7. Software	$2,000
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$44,000
Total Direct Costs	$216,615
Total Indirect Costs	$47,172
TOTAL	$263,787

4/7/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User,must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Upper Room, A Family Resource Center ("the Grantee").

WHEREAS, pursuant to an agreement (the " Grant Agreement ") approved by the Governor and Executive Council on May 3, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $550,000

3. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

Initial BG
Contractor Initials _____
Date 3/11/2025

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 4, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/11/2025
Date

DocuSigned by:
Katja S. Fox
ED8DC2B9AC834A2...
Name: Katja S. Fox
Title: Director

The Upper Room, A Family Resource Center

3/11/2025
Date

Signed by:
Brenda Guggisberg
C70F708FF284DE...
Name: Brenda Guggisberg
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/13/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3 Budget – Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	The Upper Room, A Family Resource Center
Budget Request for:	Opioid Abatement Programs
Budget Period	5/4/25-6/30/25
Indirect Cost Rate (if applicable)	0.00%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$17,750
2. Fringe Benefits	$1,775
3. Consultants	$500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	600$
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$575
6. Travel	$50
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Transportation for Clients	$500
Occupancy- Repairs-maintenance	$850
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$22,000
Total Indirect Costs	$0
TOTAL	$22,000

Contractor Initials: BG (Initial)

Date: 3/11/2025

Exhibit C-4, Budget – Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: The Upper Room, A Family Resource Center

Budget Request for: Opioid Abatement Programs

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable): 0.00%.

Line Item	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	$104,000	$104,000
2. Fringe Benefits	$10,350	$10,350
3. Consultants	$500	$500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$1,500	$1,500
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$2,500	$2,500
6. Travel	$350	$350
7. Software	$100	$100
8. (a) Other - Marketing/Communications	$1,200	$1,200
8. (b) Other - Education and Training	$1,000	$1,000
8. (c) Other - Other (specify below)	$0	$0
Transportation for Students	$2,000	$2,000
Building Repairs and Maintenance-Occupancy	$6,000	$6,000
Program Supplies	$1,500	$1,500
Insurance	$1,000	$1,000
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$132,000	$132,000
Total Indirect Costs	$0	$0
Subtotals	$132,000	$132,000
	TOTAL	**$264,000**

Contractor Initials: BG (Initial)

Date: 3/11/2025

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE UPPER ROOM, A FAMILY RESOURCE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 30, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **81048**

Certificate Number: **0006197487**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: F4D32AC3-D208-49D9-A5BD-FD50FFF8AEFF

CERTIFICATE OF AUTHORITY

I, Alexis Brophy, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Upper Room a Family Resource Center (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on MARCH 10, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Brenda Guggisberg, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Upper Room, A Family Resource Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/10/2025

Alexis Brophy
Signature of Elected Officer
Name: Alexis Brophy
Title: President

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THEUPPE-01 JGOOD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # AGR8150 Clark Insurance, a Marsh & McLennan Agency, LLC company One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Jennifer Good PHONE (A/C, No, Ext): (603) 296-5424 FAX (A/C, No): E-MAIL ADDRESS: jennifer.good@marshmma.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Great American Insurance Co — 16691
INSURED The Upper Room, A Family Resource Center 36 Tsienneto Road Derry, NH 03038	INSURER B : AmTrust North America
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			MAC F209577 00	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			MAC F209577 00	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR			UMB F209578 00 00	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TWC4458519	7/1/2024	7/1/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation covered 3A States: New Hampshire

CERTIFICATE HOLDER

State of New Hampshire
Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

April 18, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-86, in an amount not to exceed $6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date*
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	96 Months from G&C approval**

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	24 Months from G&C approval
		Total	**$6,541,114**	

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*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 96-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

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The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing, prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00
		Sub Total		$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00
		Sub Total		$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$86,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00
		Sub Total		$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00
		Sub Total		$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00
		Sub Total		$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title 100.000	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00
		Sub Total		$800,000.00

Elliott Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00
		Sub Total		$200,000.00

Greater Seacoast Community Health — VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00
		Sub Total		$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00
		Sub Total		$269,645.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00
		Sub Total		$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00
		Sub Total		$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00
		Sub Total		$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00
		Sub Total		$263,787.00

The Upper Room, A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00
		Sub Total		$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,851.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00
		Sub Total		$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00
		Sub Total		$458,270.00

Overall Total	$6,541,114.00

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Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00
		Sub Total		$6,541,114.00

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RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

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County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Reearch & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-15)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name The Upper Room, A Family Resource Center		1.4. Grantee Address 36 Tsienneto Road Derry, NH 03038	
1.5 Grantee Phone # (603).437-8477	1.6. Account Number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation $264,000
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"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. Grantee Signature 1 DocuSigned by: Brenda Guggisberg 4/6/2023		1.12. Name & Title of Grantee Signor 1 Brenda Guggisberg Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Katja S. Fox 4/10/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 4/11/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials BG
Date 4/6/2023

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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.

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 Grantee 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 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.

12.4. 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.

13. 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

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Contractor Initials

Date 4/6/2023

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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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Contractor Initials

Date 4/6/2023

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement projects as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission) in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.

1.2. The Grantee must provide evidence-based prevention and early intervention programs and services to New Hampshire youth, ages 10 through 24, and their families.

1.3. The Grantee must ensure services are available in southern New Hampshire with a focus on the Greater Derry Area.

1.4. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.6. The Grantee must provide comprehensive adolescent wellness (AW) programs for youth, that:

1.6.1. Promote healthy, drug-free lifestyles;

1.6.2. Reduce isolation;

1.6.3. Build skills and confidence;

1.6.4. Promote resilience and strengths;

1.6.5. Foster positive relationships; and

1.6.6. Facilitate community-based prevention efforts.

1.7. The Grantee must ensure AW programs and services include the following evidence-based prevention and early intervention programming:

1.7.1. Phases Course: The Grantee must ensure the Phase Course:

1.7.1.1. Is conducted as a 12-hour course;

1.7.1.2. Is led by trained facilitators;

1.7.1.3. Is conducted in a small group setting of six (6) to ten (10) youth;

1.7.1.4. Is offered a minimum of six (6) times per year;

1.7.1.5. Includes the Screening, Brief Intervention, and Referral to Treatment (SBIRT) screening;

1.7.1.6. Includes pre and post-tests;

1.7.1.7. Provides participants an opportunity to:

1.7.1.7.1. Evaluate their own personal relationship with dangerous or controlled substances, leading to a better understanding of how to reduce their risk and live a substance free life;

1.7.1.7.2. Review the biological and community influences that affect their choices and how to assess and avoid risk; and

1.7.1.7.3. Ensure families receive written recommendations for additional services as appropriate.

1.7.2. Take Control: The Grantee must ensure the Take Control program:

1.7.2.1. Is conducted as a 10-hour course;

1.7.2.2. Is led by trained facilitators;

1.7.2.3. Is conducted in small group settings of four (4) to ten (10) youth;

1.7.2.4. Is offered a minimum of six (6) times per year;

1.7.2.5. Provides an opportunity for participants to identify:

1.7.2.5.1. Root causes of their anger;

1.7.2.5.2. How anger affects their lives, their family's lives, and all their life environments.

1.7.2.5.3. Strategies to resolve conflict in healthy ways;

1.7.2.6. Provides families with a written report that includes recommendations to additional services, as appropriate, at course completion.

1.7.3. Rejuven8: The Grantee must ensure the Rejuven8 program:

1.7.3.1. Is offered to high school students who have multiple day suspensions;

1.7.3.2. Operates daily throughout the school year;

1.7.3.3. Is conducted in a three (3)-hour session;

1.7.3.4. Accommodates up to ten (10) students;

1.7.3.5. Includes:

1.7.3.5.1. SBIRT screening;

1.7.3.5.2. Academic support;

1.7.3.5.3. Counseling;

1.7.3.5.4. Life skills;

1.7.3.5.5. Addressing risk-taking or anti-social behaviors;

1.7.3.5.6. Linkages to internal and external services;

1.7.3.5.7. Access to wellness services; and

1.7.3.5.8. Back-to-school transition plans.

1.7.3.6. Ensures all participants are referred to additional services, as appropriate, including but not limited to:

1.7.3.6.1. Phases.

1.7.3.6.2. Take Control.

1.7.3.6.3. Vaping Deterrent Workshops.

1.7.3.6.4. Treatment.

1.7.4. Vaping Deterrent Workshops: The Grantee must ensure Vaping Deterrent Workshops:

1.7.4.1. Are offered separately to middle and high school students, ages 10 through 18, twice per month, with no size limit;

1.7.4.2. Empower youth with the knowledge and skills needed to make informed decisions about e-cigarettes and resist social pressures to vape; and

1.7.4.3. Include, but are not limited to the following topics:

1.7.4.3.1. Risks of vaping.

1.7.4.3.2. How vaping affects the brain, lungs, heart and behavior.

1.7.5. Teen Talk: The Grantee must ensure the Teen Talk strengths-based prevention education program:

1.7.5.1. Is available to youth ages 13 through 18;

1.7.5.2. Is offered weekly during after-school hours, with no size limit; and

1.7.5.3. Offers participants a place to talk, connect, and support each other.

1.7.6. Community Service Learning Opportunities: The Grantee must ensure Community Service Learning Opportunities:

1.7.6.1. Provides supervised learning opportunities for youth ages 13 through 17;

1.7.6.2. Is targeted to youth prior to entering the juvenile justice system;

1.7.6.3. Is operated in three (3)-hour sessions offered twice per week;

1.7.6.4. Accommodates six (6) to eight (8) youth per session.

1.7.6.5. Encourages youth to choose and maintain healthy behaviors and choices by modeling and promoting law-abiding and pro-social behavior;

1.7.6.6. Offers participants the opportunity to complete meaningful projects by supporting local nonprofits, organizations and working directly with community members; and

1.7.6.7. Builds key skills including, but not limited to:

1.7.6.7.1. Independence.

1.7.6.7.2. Self-confidence.

1.7.6.7.3. Leadership.

1.7.6.7.4. Self-esteem.

1.7.6.7.5. Teamwork.

1.7.6.7.6. Social skills.

1.7.6.7.7. Employment development.

1.7.7. Parent and Caregiver Café: The Grantee must ensure the Parent and Caregiver Café:

1.7.7.1. Operates as an open-ended weekly support group for parents and caregivers with no size limit;

1.7.7.2. Gives participants an opportunity to:

1.7.7.2.1. Discuss concerns;

1.7.7.2.2. Learn workable strategies to address problem behaviors; and

1.7.7.2.3. Learn to create new responses to the situations to ensure more positive outcomes, and gain access to internal and external services, as needed.

1.7.8. Greater Derry Juvenile Diversion: The Grantee must ensure the Greater Derry Juvenile Diversion program:

1.7.8.1. Is offered as a court-approved youth aged 11 through 18 who have committed juvenile offences, to:

1.7.8.1.1. Reduce repeat offenses;

1.7.8.1.2. Increase positive decision-making skills; and

1.7.8.1.3. Hold youth accountable for their actions.

1.7.8.2. Employs the six (6) principles of restorative justice, including:

1.7.8.2.1. Participant accountability;

1.7.8.2.2. Participant education;

1.7.8.2.3. Victim involvement;

1.7.8.2.4. Victim reparation;

1.7.8.2.5. Community involvement; and

1.7.8.2.6. Community reparation.

1.7.9. Compass: The Grantee must ensure the Compass Program provides case management and navigator supportive services in Rockingham County, that:

1.7.9.1. Are available to individuals under the age of 25, who are:

1.7.9.1.1. Experiencing homelessness;

1.7.9.1.2. At imminent risk of homelessness;

1.7.9.1.3. Living in unstable housing; or

1.7.9.1.4. Are fleeing dangerous situations.

1.7.9.2. Serve as the first point of contact for individuals seeking resources to mitigate and improve the circumstances that lead to stable housing;

1.7.9.3. Ensure participants receive assistance with emotional and behavioral health challenges;

1.7.9.4. Ensure participants are connected to services, as appropriate; and

1.7.9.5. Work with participants to develop a plan for permanency.

1.8. The Grantee must ensure the AW programs and services described in this Agreement are implemented to fidelity and as intended.

1.9. The Grantee must ensure AW participants' personally identifiable information, protected health information, Substance Use Disorder (SUD) information, and other state or federally regulated information whether verbal, digital, or hard copy is not shared in association with this Agreement.

1.10. The Grantee must maintain sufficient staffing necessary to perform and carry out all functions, requirements, roles, and duties of the Agreement.

1.11. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.12. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.12.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.12.2. Ensure the Department is provided with access that includes but is not limited to:

1.12.2.1. Data.

1.12.2.2. Financial records.

1.12.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

1.12.2.4. Scheduled access to Grantee principals and staff.

1.13. Reporting

1.13.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.13.1.1. The name, mailing address, and physical address of the Grantee;

1.13.1.2. The time period covered by the report;

1.13.1.3. The date the report was prepared;

1.13.1.4. A detailed account of funding spent on approved uses;

1.13.1.5. The number of individuals served;

1.13.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.13.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.13.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data

evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *The Upper Room, a Family Resource Center*

Budget Request for: *Opioid Abatement Programs*

Budget Period *12 Months from G&C Approval* (Remainder of SFY23 and Portion of SFY24)

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$87,925
2. Fringe Benefits	$13,600
3. Consultants	$0
4. Equipment	$2,500
5.(a) Supplies - Educational	$3,000
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,600
6. Travel	$300
7. Software	$0
8. (a) Other - Marketing/ Communications	$2,200
8. (b) Other - Education and Training	$2,200
8. (c) Other - Other (specify below)	
Other:Occupancy	$10,000
Other Professional: Fees/Insurances	$8,675
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$132,000
Total Indirect Costs	$0
TOTAL	$132,000

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4/6/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: *The Upper Room, a Family Resource Center*

Budget Request for: *Opioid Abatement Programs*

Budget Period *24 Months from G&C Approval* (Portion of SFY24 and Portion of SFY25)

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$87,925
2. Fringe Benefits	$13,600
3. Consultants	$0
4. Equipment	$2,500
5.(a) Supplies - Educational	$3,000
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,600
6. Travel	$300
7. Software	$0
8. (a) Other - Marketing/ Communications	$2,200
8. (b) Other - Education and Training	$2,200
8. (c) Other - Other (specify below)	
Other:Occupancy	$10,000
Other Professional: Fees/Insurances	$8,675
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$132,000
Total Indirect Costs	$0
TOTAL	$132,000

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4/6/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Weeks Medical Center ("the Grantee").

WHEREAS, pursuant to an agreement (the " Grant Agreement ") approved by the Governor and Executive Council on May 3, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2027

2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:

   $954,730

3. Modify Exhibit C, Payment Terms, Section 3., to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1

4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective May 4, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/18/2025
Date

DocuSigned by:
Katja S. Fox
ED0D0C0B4062442...
Name: Katja S. Fox
Title: Director

Weeks Medical Center

3/18/2025
Date

Signed by:
Matthew Streeter
F1008D...
Name: Matthew Streeter
Title: CFO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/19/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3, Budget – Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: Weeks Medical Center

Budget Request for: Opioid Abatement Programs

Budget Period: 5/4/25 - 6/30/25

Indirect Cost Rate (if applicable) 0.00%

Line Item	Oversight Project - Funded by DHHS	Incentive Payment Project - Funded by DHHS	Expanded Housing Project - Funded by DHHS
1. Salary & Wages	$1,098	$15,500	$1,745
2. Fringe Benefits	$322	$0	$524
3. Consultants	$10,000	$0	$9,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0
5.(e) Supplies - Office	$0	$0	$0
6. Travel	$0	$0	$0
7. Software	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0
8. (c) Other - Other (specify below)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
Other (please specify)	$0	$0	$0
9. Subrecipient Contracts	$0	$0	$0
Total Direct Costs	$11,421	$15,500	$11,269
Total Indirect Costs	$0	$0	$0
Subtotals	$11,421	$15,500	$11,269
		TOTAL	**$38,190**

Contractor Initials: MS (Initial)

Date: 3/18/2025

Exhibit C-4, Budget – Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: Weeks Medical Center

Budget Request for: Opioid Abatement Programs

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 0.00%

Line Item	Oversight Project - Funded by DHHS - SFY 26	Incentive Payment Project - Funded by DHHS - SFY 26	Expanded Housing Project - Funded by DHHS - SFY 26	Oversight Project - Funded by DHHS - SFY 27	Incentive Payment Project - Funded by DHHS - SFY 27	Expanded Housing Project - Funded by DHHS - SFY 27
1. Salary & Wages	$4,772	$153,000	$6,980	$4,461	$153,000	$7,189
2. Fringe Benefits	$1,289	$0	$2,094	$1,328	$0	$2,157
3. Consultants	$32,000	$0	$29,000	$32,000	$0	$29,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0	$0	$0
5.(e) Supplies - Office	$0	$0	$0	$0	$0	$0
6. Travel	$0	$0	$0	$0	$0	$0
7. Software	$0	$0	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0	$0	$0	$0
8. (c) Other - Other (specify below)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$0	$0	$0	$0	$0	$0
Total Direct Costs	$38,061	$153,000	$38,074	$37,789	$153,000	$38,346
Total Indirect Costs	$0	$0	$0	$0	$0	$0
Subtotals	$38,061	$153,000	$38,074	$37,789	$153,000	$38,346
					TOTAL	$458,270

Initial

Contractor Initials: MS

Date: 3/18/2025

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WEEKS MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 22, 1919. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63681**

Certificate Number: **0007031263**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of January A.D. 2025.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 61044024-CC79-4E51-8329-F0B5A23B6D9D

CERTIFICATE OF AUTHORITY

I, Ruby Berryman, Interim Chair of Weeks Medical Center Board of Directors, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of the Weeks Medical Center Board of Directors.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 23, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Mathew Streeter, Interim CEO and President
is duly authorized on behalf of Weeks Medical Center to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: Mar 17, 2025

Ruby C. Berryman
Ruby C. Berryman (Mar 17, 2025 12:03 EDT)

Signature of Elected Officer
Name: Ruby Berryman
Title: Chair, Board of Trustees

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Weeks Medical Center 173 Middle Street Lancaster, NH 03584	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Professional Security Insurance Company 11811 INSURER B: New Hampshire Employers Insurance Company 13083 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W34731969 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HPL 09121499	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ $ 5,000 $ 1,000,000 $ 3,000,000 $ $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WMZ-800-8007765-2024A	10/01/2024	10/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Medical Professional Liability Claims-made			HPL 09121499	10/01/2024	10/01/2025	Each Medical Incident Annual Aggregate	$1,000,000 $3,000,000

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

North Country Healthcare, Androscoggin Valley Hospital, North Country Home Health & Hospice Agency, Inc, Upper Connecticut Valley Hospital Association, Weeks Medical Center are named insured.

CGL & PROF is included in the same policy 002NH000032947

Certificate Holder is included as an Additional Insured as respects to General Liability, as required by written

CERTIFICATE HOLDER

State of New Hampshire, Dept. of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		Weeks Medical Center 173 Middle Street Lancaster, NH 03584
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

contract.

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SR ID: 26454744 BATCH: 3628533 CERT: W34731969

Docusign Envelope ID: 61044024-CC79-4E51-8329-F0B5A23B6D9D

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 18, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award grant agreements to the Grantees listed below in accordance RSA 126-A:83-86, in an amount not to exceed $6,541,114 for the development and implementation of opioid abatement programs, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through the dates specified below. 100% Other Funds (Opioid Abatement Trust Fund).

Grantee Name	Vendor Code	Area Served	Agreement Amount	Expiration Date
Archways (Tilton, NH)	310158-B001	Central NH	$284,034	24 Months from G&C approval
Boys & Girls Club of Greater Nashua, Inc. (Nashua, NH)	167081-B001	Greater Nashua	$353,350	24 Months from G&C approval
County of Cheshire (Keene, NH)	177372-B001	Cheshire County	$173,888	24 Months from G&C approval
County of Merrimack (Boscawen, NH)	177435-B001	Merrimack County	$209,365	24 Months from G&C approval
County of Sullivan (Newport, NH)	177482-B004	Sullivan County	$453,847	12 Months from G&C approval
Dismas Home of New Hampshire (Manchester, NH)	290061-B001	Statewide	$800,000	96 Months from G&C approval**

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Elliot Hospital of the City of Manchester (Manchester, NH)	177179-B005	Statewide	$200,000	24 Months from G&C approval
Greater Seacoast Community Health (Somersworth, NH)	166629-B001	Statewide	$575,737	24 Months from G&C approval
Hope on Haven Hill (Somersworth, NH)	275119-B001	Statewide	$269,645	24 Months from G&C approval
Makin' It Happen Coalition for Resilient Youth (Manchester, NH)	319209-B001	Greater Manchester	$574,350	24 Months from G&C approval
Mid-State Health Center (Plymouth, NH)	158055-B001	Southern Grafton County	$217,028	24 Months from G&C approval
New Hampshire Harm Reduction Coalition (Dover, NH)	330454-B001	Statewide	$875,000	24 Months from G&C approval
North Country Health Consortium (Littleton, NH)	158557-B001	North Country	$263,787	12 Months from G&C approval
The Upper Room, A Family Resource Center (Derry, NH)	174210-B001	Greater Derry, NH	$264,000	24 Months from G&C approval
TLC Family Resource Center (Claremont, NH)	170625-B001	Sullivan and Lower Grafton County	$568,813	24 Months from G&C approval
Weeks Medical Center (Lancaster, NH)	177171-B001	Coos and Upper Grafton County	$458,270	24 Months from G&C approval
		Total	**$6,541,114**	

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*Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

**Grant agreement includes an extended 96-month term and additional requirements due to the purchase of property.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

See Fiscal Details Attached

EXPLANATION

The purpose of this request is for the Grantees to develop and implement the approved opioid abatement projects recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department anticipates presenting one (1) additional agreement resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at a future meeting.

Individuals with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues; and/or children impacted by substance use will be served.

The Grantees will develop and implement opioid abatement projects that include the following categories:

- Statewide Systems to support mobile intervention, treatment, and recovery services, offered by qualified professionals.
- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Recovery to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.
- Workforce to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantees.

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The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals, families and communities across the state may experience delays in accessing, prevention, treatment and recovery services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Statewide

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, OPIOID ABATEMENT TRUST FUND (100% Other Funds)

Archways, formerly Greater Tilton Area Family Resource Center — VDR - 310158 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,670.00
2024	102-500731	Contracts for Program Services	92053950	$142,017.00
2025	102-500731	Contracts for Program Services	92053950	$118,347.00
		Sub Total		$284,034.00

Boys and Girls Club of Greater Nashua — VDR - 167081 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$29,021.00
2024	102-500731	Contracts for Program Services	92053950	$179,225.00
2025	102-500731	Contracts for Program Services	92053950	$145,104.00
		Sub Total		$353,350.00

County of Cheshire — VDR - 177372 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$14,491.00
2024	102-500731	Contracts for Program Services	92053950	$88,944.00
2025	102-500731	Contracts for Program Services	92053950	$72,453.00
		Sub Total		$173,888.00

County of Merrimack — VDR - 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$17,152.00
2024	102-500731	Contracts for Program Services	92053950	$106,455.00
2025	102-500731	Contracts for Program Services	92053950	$85,758.00
		Sub Total		$209,365.00

County of Sullivan — VDR - 177482 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$75,641.00
2024	102-500731	Contracts for Program Services	92053950	$378,206.00
		Sub Total		$453,847.00

Dismas Home of New Hampshire — VDR - 290061 - B001

State Fiscal Year	Class / Account	Class Title 100,000	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$500,000.00
2024	102-500731	Contracts for Program Services	92053950	$150,000.00
2025	102-500731	Contracts for Program Services	92053950	$150,000.00
		Sub Total		$800,000.00

Elliott Hospital — VDR - 177179 - B005

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$16,667.00
2024	102-500731	Contracts for Program Services	92053950	$100,000.00
2025	102-500731	Contracts for Program Services	92053950	$83,333.00
		Sub Total		$200,000.00

Greater Seacoast Community Health — VDR - 166629 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,227.00
2024	102-500731	Contracts for Program Services	92053950	$316,375.00
2025	102-500731	Contracts for Program Services	92053950	$216,135.00
		Sub Total		$575,737.00

Hope On Haven Hill — VDR - 275119 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$27,608.00
2024	102-500731	Contracts for Program Services	92053950	$103,999.00
2025	102-500731	Contracts for Program Services	92053950	$138,038.00
		Sub Total		$269,645.00

Makin It Happen Coalition for Resilient Youth — VDR - 319209 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$45,492.00
2024	102-500731	Contracts for Program Services	92053950	$301,400.00
2025	102-500731	Contracts for Program Services	92053950	$227,458.00
		Sub Total		$574,350.00

Mid-State Health Center — VDR - 158055 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$23,371.00
2024	102-500731	Contracts for Program Services	92053950	$76,800.00
2025	102-500731	Contracts for Program Services	92053950	$116,857.00
		Sub Total		$217,028.00

New Hampshire Harm Reduction Coalition — VDR - 330454 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$62,500.00
2024	102-500731	Contracts for Program Services	92053950	$500,000.00
2025	102-500731	Contracts for Program Services	92053950	$312,500.00
		Sub Total		$875,000.00

North Country Health Consortium — VDR - 158557 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$43,964.00
2024	102-500731	Contracts for Program Services	92053950	$219,823.00
		Sub Total		$263,787.00

The Upper Room, A Family Resource Center — VDR - 174210 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$22,000.00
2024	102-500731	Contracts for Program Services	92053950	$132,000.00
2025	102-500731	Contracts for Program Services	92053950	$110,000.00
		Sub Total		$264,000.00

TLC Family Resource Center — VDR - 170625 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$48,810.00
2024	102-500731	Contracts for Program Services	92053950	$275,951.00
2025	102-500731	Contracts for Program Services	92053950	$244,052.00
		Sub Total		$568,813.00

Weeks Medical Center — VDR - 177171 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$40,773.00
2024	102-500731	Contracts for Program Services	92053950	$213,635.00
2025	102-500731	Contracts for Program Services	92053950	$203,862.00
		Sub Total		$458,270.00

Overall Total	$6,541,114.00

Summary all by SFY

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2023	102-500731	Contracts for Program Services	92053950	$1,034,387.00
2024	102-500731	Contracts for Program Services	92053950	$3,282,830.00
2025	102-500731	Contracts for Program Services	92053950	$2,223,897.00
		Sub Total		$6,541,114.00

Docusign Envelope ID: 61044024-CC79-4E51-8329-F0B5A23B6D9D

RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	**Project Title**	**Funding Request**	**Recommended by the Commission**
Archways	Peer Recovery: Youth Program and Community Corrections	$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	$269,645	Yes
Makin' It Happen Coalition for Resilient	Positive Youth Development & Prevention: Project UPSTREAM	$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	$66,460	Yes
ARC NH	Peer Recovery Support	$642,962	No
City of Manchester, Fire Department	Community Response Unit	$566,882	No

Docusign Envelope ID: 61044024-CC79-4E51-8329-F0B5A23B6D9D

County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	$506,476	No
Elliot Hospital	Just Treatment	$785,899	No
Elliot Hospital	Roads to Treatment	$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults ith any substance use disorder in New Hampshire Drug Courts	$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	$170,895	No
Hillsborough County Dept. of Corrections	MAT	$329,189	No
JSI Reearch & Training Institute	The Partnership at Drug Free NH	$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	$725,349	No
Strafford County	Medication Assisted Treatment Program	$1,732,750	No
Sullivan County	Recovery Clinical Support	$401,340	No
Sullivan County	Future Funding for MAT	$901,076	No
Sullivan Count	Reimbursement	$837,653	No
Weeks Medical Center	School Based Programming	$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occuring Disorder Treatment Program	$1,600,680	Disqualified

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-17)

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 New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Weeks Medical Center		1.4. Grantee Address 173 Middle Street Lancaster, NH 03584	
1.5 Grantee Phone # (603) 788-5030	1.6. Account Number 05-095-092-920510-39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation $458,270
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"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. Grantee Signature 1 DocuSigned by: Michael Lee 23AED0B6145D64D8... 4/10/2023		1.12. Name & Title of Grantee Signor 1 Michael Lee President& CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Katja S. Fox CD0005D04083412... 4/10/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino 2187348410411480... Assistant Attorney General, On: 4/11/2023			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS ML
Date 4/10/2023

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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), 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 C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 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.

8.2. 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.

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 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.

9.3. 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 Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. 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"):

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 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

11.2.2 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

11.2.3 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

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 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.

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 Grantee 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 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.

12.4. 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.

13. 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

Contractor Initials DS ML

Date 4/10/2023

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 B 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.

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 workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

DS

ML

Contractor Initials

Date 4/10/2023

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

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, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement projects as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission) in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.

1.2. The Grantee must ensure services are available in Coos County and upper Grafton County of New Hampshire.

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. Behavioral Health Department Oversight Improvement

1.5.1. The Grantee must conduct a Behavioral Health Department) Improvement process to improve oversight behavioral health programs, including Medications for Substance Use Disorders (MSUD) and enhance care through evidence-based, best practices.

1.5.2. The Grantee must ensure program comprehensiveness and outline best practices for program expansion by:

1.5.2.1. Reviewing current policies and procedures;

1.5.2.2. Providing recommendations for updating policies and procedures;

1.5.2.3. Developing additional policies and procedures that enhance care through evidence-based, best practices, if needed;

1.5.2.4. Identifying internal gaps and barriers; and

1.5.2.5. Recommending solutions and enhancements for mitigating gaps and barriers.

1.5.3. The Grantee must ensure the personnel provided participate in the Improvement process, and include, but are not limited to:

1.5.3.1. Members of the Behavioral Health Team.

1.5.3.2. Members of Organizational Management.

1.5.3.3. Behavioral Health Leaders.

1.6. Provider Incentive Program

1.6.1. The Grantee must provide incentives to recruit Opioid Use Disorder (OUD) and Substance Use Disorder (SUD) and Mental Health (MH) personnel (Providers) in order to expand services in the Grantee's

North Country Recovery Center (Center), including, at a minimum:

1.6.1.1. One (1) Psychiatrist; and

1.6.1.2. Two (2) Licensed Independent Clinical Social Workers (LICSW) and/or Master Licensed Alcohol and Drug Counselors (MLADC).

1.6.2. The Grantee must provide a maximum of $31,000 in sign-on bonuses to Providers identified above as follows:

1.6.2.1. $16,000 per Psychiatrist; and

1.6.2.2. $7,500 per LICSW and/or MLADC.

1.6.3. The Grantee must provide up to two (2) annual retention bonuses to Providers, not exceed $10,000 per Provider per fiscal year, as follows:

1.6.3.1. Up to $150,000 in retention bonuses provided to up to 15 Providers per year through 24 months after the Effective Date of the Agreement.

1.6.4. The Grantee must ensure each Provider meets or exceeds annual retention bonus requirements, prior to being awarded the bonus, as follows:

1.6.4.1. Provider must be currently employed by the end of the Grantee's fiscal year;

1.6.4.2. Provider has met all performance measures, related to their position, per Grantee's requirements; and

1.6.4.3. Provider notes for all individuals receiving services through the Provider are complete per Grantee's requirements.

1.7. Expanded Access to Housing

1.7.1. The Grantee must oversee the planning and architectural design of a building to be used by the Grantee to provide intensive outpatient program services, transitional housing, and inpatient services for individuals with OUD and any co-occurring SUD/MH issues in the Grantee's service area. The Grant must ensure the building design:

1.7.1.1. Offers an environment that promotes positive recovery outcomes for individuals with OUD and any co-occurring SUD/MH issues.

1.7.1.2. Complies with the Americans with Disability Act (ADA).

1.7.2. The Grantee must engage with a qualified architectural firm to complete the building design.

1.7.3. The Grantee must provide management team personnel to conduct project oversight, including, but not limited to:

1.7.3.1. Design review.

1.7.3.2. Feasibility studies.

1.7.3.3. Cost analysis.

1.7.3.4. Project approval.

1.8. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.9. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.9.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.9.2. Ensure the Department is provided with access that includes, but is not limited to:

1.9.2.1. Data.

1.9.2.2. Financial records.

1.9.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.

1.9.2.4. Scheduled access to Grantee principals and staff.

1.10. Reporting

1.10.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.10.1.1. The name, mailing address, and physical address of the Grantee;

1.10.1.2. The time period covered by the report;

1.10.1.3. The date the report was prepared;

1.10.1.4. A detailed account of funding spent on approved uses;

1.10.1.5. The number of individuals served;

1.10.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.10.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.10.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documention for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documention for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services

Grantee Name: *Weeks Medical Center*

Budget Request for: *Opioid Abatement Programs*

Budget Period *12 Months from G&C Approval* (Remainder of SFY23 and Portion of SFY24)

Indirect Cost Rate (if applicable) 0.00%

Line Item	Oversight Project	Incentive Payment Project	Expanded Housing Project	Total
1. Salary & Wages	$4,324	$181,000	$4,584	$189,908
2. Fringe Benefits	$1,081	$0	$1,146	$2,227
3. Consultants	$25,000	$0	$27,500	$52,500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0
5.(e) Supplies Office	$0	$0	$0	$0
6. Travel	$0	$0	$0	$0
7. Software	$0	$0	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0	$0
8. (c) Other - Other (specify below)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
9. Subrecipient Contracts	$0	$0	$0	$0
Total Direct Costs	$30,405	$181,000	$33,230	$244,635
Total Indirect Costs	$0	$0	$0	$0
TOTAL	$30,405	$181,000	$33,230	$244,635

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New Hampshire Department of Health and Human Services

Grantee Name: *Weeks Medical Center*

Budget Request for: *Opioid Abatement Programs*

Budget Period *24 Months from G&C Approval* (Portion of SFY24 and Portion of SFY25)

Indirect Cost Rate (if applicable) 0.00%

Line Item	Oversight Project	Incentive Payment Project	Expanded Housing Project	Total
1. Salary & Wages	$4,324	$150,000	$4,584	$158,908
2. Fringe Benefits	$1,081	$0	$1,146	$2,227
3. Consultants	$25,000	$0	$27,500	$52,500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0
5.(e) Supplies Office	$0	$0	$0	$0
6. Travel	$0	$0	$0	$0
7. Software	$0	$0	$0	$0
8. (a) Other - Marketing/ Communications	$0	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0	$0
8. (c) Other - Other (specify below)	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0
9. Subrecipient Contracts	$0	$0	$0	$0
Total Direct Costs	$30,405	$150,000	$33,230	$213,635
Total Indirect Costs	$0	$0	$0	$0
TOTAL	$30,405	$150,000	$33,230	$213,635

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4/10/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. "

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials DS ML

Date 4/10/2023

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov