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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

129 PLEASANT STREET, CONCORD, NH 03301
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May 22, 2025

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to enter into a contract with Granite United Way (VC#160015-B001), Manchester, NH, in the amount of $10,000,000 to support statewide community grants for eligible entities for opioid abatement activities, and to develop, deploy, publicize, and administer the community grants program, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through June 30, 2027. 100% Other Funds (Opioid Abatement Trust Fund).

2) Further authorize the Department to make an advance payment, on behalf of the Opioid Abatement Advisory Commission, to Granite United Way in the amount of $1,250,000, in accordance with the terms of the contract, to enable the Contractor to award and disburse community grants to eligible entities for approved opioid abatement activities, effective upon Governor and Council approval. 100% Other Funds (Opioid Abatement Trust Fund).

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.

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVS, OPIOID ABATEMENT TRUST FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	92053950	$1,250,000
2026	102-500731	Contracts for Prog Svc	92053950	$4,375,000
2027	102-500731	Contracts for Prog Svc	92053950	$4,375,000
			Total	**$10,000,000**

EXPLANATION

The purpose of this request is to develop, implement, publicize and promote, and administer a statewide Opioid Abatement Community Grants Program supported by the Opioid Abatement Trust Funding. Approximately 92.7% of the funding will be used directly for community grants to support opioid abatement strategies to be conducted by eligible entities, including non-profits or charitable organization; boards, commission, or government entities, including school districts, towns, cities, and counties, within the state of New Hampshire; and/or other State agencies. The Contractor will also facilitate the grant application process; issue short-term and multiyear grants; track, manage, monitor and reconcile grant applications, awards, agreements, fund distribution, invoices, remittance, and reported project outcomes.

The Contractor will develop and facilitate grant application review processes in collaboration with a Community Advisory Team, which includes Opioid Abatement Advisory Commissioner members, subject matter experts, and individuals with lived experience. The Contractor will also ensure all grant expenses are allowable and utilized for authorized activities in alignment with the Guiding Strategies for the Use of Opioid Abatement Funds and criteria in RSA 126-A:86.

Eligible activities include mobile intervention, treatment, and recovery services; withdrawal management services; access to housing; transportation to treatment or recovery programs; employment training or educational services for persons in treatment; and providing scholarships and supports for certified addiction counselors and other mental and behavioral health providers.

Additionally, this request is to authorize the Department to make an advance payment in the amount of $1,250,000 to enable the Contractor to award and disburse community grants to selected eligible entities for approved opioid abatement activities. The Contractor will be required to facilitate quarterly reconciliation of all grant funds by submitting bank account statements and grant information to the Department no later than ten (10) business days after the end of each fiscal quarter, which includes grantee names and identifying information; summaries of each grant request; full grant applications, upon request; dollar amount of each awarded grant; and payment distribution information. In the event that the Contractor does not submit the required information, the Department reserves the right to withhold future payments and recoup any payments already made by the Department, at the Department's sole discretion. The Contractor must also reconcile the grant applications with grantee invoice(s) of actual expenditures and secure the return of unused funds or return of funds utilized for non-approved and non-allowable expenses. The Contractor must return unused funds or any payment for administrative costs applied to funds utilized for non-approved and non-allowable expenses to the Department.

The Department and Opioid Abatement Advisory Commission will monitor services by reviewing monthly Grant Program reports submitted by the Contractor; reviewing monthly fiscal reports; and conducting quarterly reconciliation of all grant funds. The Contractor will also attend Opioid Abatement Advisory Commission meetings on a quarterly basis to provide updates on Grant Program activities.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from February 14, 2025, through March 17, 2025. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, subparagraph 3.3., of the attached agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the Contractor will not be able to develop, implement, publicize and promote, and administer a statewide Opioid Abatement Community Grants Program, limiting funding and resources available to community-based organizations and municipalities to implement opioid abatement initiatives that support mobile intervention, treatment, and recovery services; withdrawal management services; access to housing; transportation to treatment or recovery programs; employment training or educational services for persons in treatment; and providing scholarships and supports for certified addiction counselors and other mental and behavioral health providers.

Area served: Statewide.

Source of Other Funds: Opioid Abatement Trust Fund.

Respectfully submitted,

for Lori A. Weaver
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2025-DBH-07-COMMU

Project Title Community Grants Program for Opioid Abatement

	Maximum Points Available	Granite United Way
Technical		
Q1 Grant Making Process	125	110
Q2 Grant Administering Experience	125	110
Q3 Community Advisory Groups	100	85
Q4 Proposed Staffing Plan	100	100
Q5 Background and Experience	100	85
Q6 Tracking and Monitoring	100	100
Q7 Relevant Behavioral Health Information	50	50
Subtotal - Technical	**700**	**640**

If a Vendor fails to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.

Cost		
Vendor Administrative Cost (see formula)	300	300
Subtotal - Cost	**300**	**300**
TOTAL POINTS	**1000**	**940**
TOTAL PROPOSED VENDOR COST		8%

	Reviewer Name	Title
1	Rumyana Radzhova	BDAS Clinical Services Specialist
2	Elizabeth Duffy	BDAS Health Promotion Advisor
3	Kari Elliott	Opioid Abatement Finance Support
4	Kristy McDonald	Opioid Abatement Program Spec.
5	Elizabeth Biron	Governor's Commission on Alcohol and Other Drugs Project Coordinator

FORM NUMBER P-37 (version 2/23/2023)

Subject: RFP-2025-DBH-07-COMMU-01 / Community Grants Program for Opioid Abatement

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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 Contractor Name Granite United Way		1.4 Contractor Address 22 Concord St., Floor 4 Manchester, NH 03101	
1.5 Contractor Phone Number (603) 625-6939	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $10,000,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Nichole Martin Reimer 07050DE8A062404... Date: 5/27/2025		1.12 Name and Title of Contractor Signatory Nichole Martin Reimer CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442... Date: 5/28/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734944941460... On: 5/31/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials Initial MMR
Date 5/27/2025

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision 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 Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Initial
MLR
Contractor Initials
Date 5/27/2025

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Initial

Contractor Initials MMR

Date 5/27/2025

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. 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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

26. 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 with respect to the subject matter hereof.

Initial
MMR
Contractor Initials
Date 5/27/2025

New Hampshire Department of Health and Human Services
Community Grants Program for Opioid Abatement

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:

   3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to one (1) additional year 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 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:

   12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor 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 Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor 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.

Scope of Services

1. Statement of Work

1.1. The Contractor must develop, implement, deploy, publicize and promote, and administer a statewide Opioid Abatement Community Grants Program (Grants Program) for opioid abatement strategies.

1.2. The Contractor must develop and implement all necessary Grants Program materials and processes within thirty (30) days of the Contract effective date, subject to Department approval, including, but not limited to:

1.2.1. Grant application materials, including budget and budget narrative, award letter, grant agreement, and invoice;

1.2.2. Processes and tools to track, manage, monitor and reconcile grant applications, awards, agreements, fund distribution, invoices, remittance, and reported project outcomes; and

1.2.3. Processes to ensure confidentiality and avoidance of any conflict of interest, real or perceived, during the grant application, review and selection processes.

1.2.4. Grant application review processes developed in collaboration with a Community Advisory Team recruited and utilized by the Contractor. The Community Advisory Team must include member(s) of the OAC, as well as other subject matter experts and individuals with lived experience.

1.2.5. Processes to track project outcomes to assess the effectiveness of funded project.

1.3. The Contractor must ensure grants are only awarded to the following eligible entities:

1.3.1. Any non-profit or charitable organization registered and in good standing with the New Hampshire Attorney General's Charitable Trusts Unit;

1.3.2. A New Hampshire State agency, board, or commission; or

1.3.3. Governmental entities, including school districts, towns, cities, and counties within the state of New Hampshire.

1.4. The Contractor must solicit applications for and issue the following types of grants:

1.4.1. Short Term Grants: Grant awards up to $15,000 for one-time expenses, such as technology upgrades, equipment, curriculum, conferences, events, and trainings, that:

1.4.1.1. Are designed to meet immediate, time-limited need.

1.4.1.2. Include activities and/or expenses that are completed within one (1) year.

1.4.1.3. Do not include budget line items for operational expenses such as salary, benefits, rent, utilities, or capital expenses.

1.4.1.4. Must be processed and paid by the Contractor in their entirety within 15 business days of grant application submission and selection.

1.4.2. Multiyear Project Grants: Grant awards up to $75,000 per year for up to three (3) years that:

1.4.2.1. Are designed to address a community need that is aligned with the Guiding Strategies for the Use of Opioid Abatement Funds.

1.4.2.2. Supports projects that must demonstrate collaboration and community input.

1.4.2.3. May include budget line items for operational expenses such as salary, benefits, rent, utilities, or capital expenses.

1.5. The Contractor must ensure all grant expenses are allowable and utilized for authorized activities in alignment with the Guiding Strategies for the Use of Opioid Abatement Funds (bdas-oatf-guidingstrategies-final-feb2024.pdf (nh.gov)) and criteria in RSA 126-A:86, as follows:

1.5.1. Support mobile intervention, treatment, and recovery services, offered by qualified professionals, for persons with OUD and any co-occurring SUD/MH issues or persons who have experienced an opioid overdose, including the prevention and/or treatment of secondary physical health conditions associated with, or exacerbated by, OUD;

1.5.2. Support withdrawal management services for persons with OUD and any co-occurring SUD/MH issues, including medically monitored withdrawal management, referral to treatment or connections to other services;

1.5.3. Provide access to housing for people with OUD and any co-occurring SUD/MH issues, including supportive housing, recovery housing, or housing assistance programs;

1.5.4. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH issues;

1.5.5. Provide employment training or educational services for persons in treatment for or in recovery from OUD and any co-occurring SUD/MH;

1.5.6. Create or support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH issues;

1.5.7. Improve oversight of opioid treatment programs (OTPs) to assure evidence-based and/or evidence-informed practices;

1.5.8. 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, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas of the state;

1.5.9. Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based and/or evidence-informed programs or strategies;

1.5.10. Support enhancements or improvements consistent with state law to the prescription drug monitoring program;

1.5.11. Support the education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs;

1.5.12. Support evidence-based and/or evidence-informed primary, secondary, and tertiary prevention programs and services, including efforts to promote healthy lifestyles, reduce isolation, build skills and resilience, and facilitate community-based prevention efforts;

1.5.13. Support for 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; and

1.5.14. Support secondary and tertiary prevention through harm reduction programs.

1.6. The Contractor must ensure:

1.6.1. All grant opportunities are adequately publicized statewide;

1.6.2. All grant applicants submit a complete grant application with required application;

1.6.3. The grant review, award and payment processes, including, but not limited to, the following processes:

1.6.3.1. Reviewing applications to ensure requests align with approved expenses and the applications include substantiating documentation

1.6.3.2. Approving the grant applications and supporting documentation, including invoices and estimates, and submitting approved applications to the Department to initiate payment.

1.6.3.3. Upon receipt of payment by the Department, the Contractor must notify and issue an award letter, grant agreement, and payment to the grantee as described in Section 1.2.1. as appropriate; and

1.6.4. All grantees submit a project completion report with appropriate supporting documentation to the Contractor which includes outcomes that match the measurements proposed in the project proposal following the completion of the grant funded activity(ies).

1.7. Maintenance of Fiscal Integrity

1.7.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:

1.7.1.1. Balance Sheet for the Contractor's entire organization including all related parties;

1.7.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

1.7.1.2.1. All revenue sources and expenditures; and

1.7.1.2.2. A budget column allowing for budget to actual analysis;

1.7.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

1.7.1.3.1. All revenue sources and all related expenditures for the Program; and

1.7.1.3.2. A budget column allowing for budget to actual analysis; and

1.7.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

1.7.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

1.7.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

1.7.3.1. Days of Cash on Hand:

1.7.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

1.7.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

1.7.3.1.3. Performance Standard: The Contractor should have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

1.7.3.2. Current Ratio:

1.7.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

1.7.3.2.2. Formula: Total current assets divided by total current liabilities.

1.7.3.2.3. Performance Standard: The Contractor should maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

1.7.3.3. Debt Service Coverage Ratio:

1.7.3.3.1. Rational: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

1.7.3.3.2. Definition: The ratio of net income to the year-to-date debt service.

1.7.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year-to-date debt service (principal and interest) over the next twelve (12) months.

1.7.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion

of long-term debt payments (principal and interest).

1.7.3.3.5. Performance Standard: The Contractor should maintain a minimum standard of 1.2:1 with no variance allowed.

1.7.3.4. Net Assets to Total Assets:

1.7.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

1.7.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

1.7.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

1.7.3.4.4. Source of Data: The Contractor's monthly financial statements.

1.7.3.4.5. Performance Standard: The Contractor should maintain a minimum ratio of .30:1, with a 20% variance allowed.

1.7.4. If the Contractor does not meet either:

1.7.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

1.7.4.2. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:

1.7.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

1.7.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

1.7.5. The Contractor must update and submit the corrective action plan to the Department, at least every 30 calendar days, until compliance is achieved. The Contractor must:

1.7.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

1.7.6. The Contractor must inform the Department by phone and by email within five (5) calendar days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

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

1.9. The Contractor must participate in audit activities related to the Grants Program as requested by the Department.

1.10. The Contractor must ensure staff participate in quarterly training on contract monitoring as required by the Department.

1.11. Reporting

1.11.1. The Contractor must submit monthly reports to the Department and the OAC on all Grants Program activities which include, but are not limited to:

1.11.1.1. Type and amount of grant funds requested by grantees.

1.11.1.2. Type and amount of grant funds disbursed by the Contractor.

1.11.1.3. Grant funds reimbursed to the Contractor by the Department.

1.11.1.4. Type and amount of grant funds returned to the Contractor by grantees.

1.11.1.5. Notification of suspected or substantiated misuse of funds by grantees.

1.11.1.6. Outcome data that assesses effectiveness of funded projects.

1.11.1.7. Other reports as needed to ensure proper contract management, as requested by the Department.

1.11.2. The Contractor must provide key data in a format and at a frequency approved by the Department.

1.11.3. The Contractor must attend OAC meetings on a quarterly basis to provide updates on Grant Program activities.

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

1.12. Background Checks

1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone criminal background check, at the Contractor's expense, and has no convictions for crimes, including but not limited to criminal fraud, that represent risk for the services to be provided under this Agreement.

1.13. Confidential Data

1.13.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.13.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.14. Contract End-of-Life Transition Services

1.14.1. General Requirements

1.14.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.14.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy),transition of historical data (electronic and hard copy), the transition of any such Service from the

hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.14.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.14.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.14.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.14.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.14.2. Completion of Transition Services

1.14.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.14.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.14.3. Disagreement over Transition Services Results

1.14.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.15. Website and Social Media

1.15.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

1.15.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.15.3. State of New Hampshire's Website Copyright

1.15.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of

New Hampshire's copyright.

2. Exhibits Incorporated

2.1. The Contractor must manage all 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 Contractor 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 Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, 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.

3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

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, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States 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 reports, protocols, guidelines, brochures, posters, and resource directories.

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

4. Records

4.1. The Contractor 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 Contractor in the performance of the Contract, and all income received or collected by the Contractor.

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 further review, the Department must disallow any expenses claimed by the Contractor 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 Contractor.

New Hampshire Department of Health and Human Services
Community Grants Program for Opioid Abatement

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 Contractor as a Contractor, based on criteria specified in 2 CFR 200.331.
3. Payment for this Agreement will will be made in accordance with Sections 4 and 5 below and the following table:

Item	Not to Exceed
Grant Program Costs	$9,267,964
Administrative Costs	$732,036
TOTAL	$10,000,000

4. Grants Program Costs:
   4.1. The Contractor must maintain a separate bank account, subject to approval by the Department, solely for maintaining grant funds.
   4.2. The Contractor must track any interest earned on grant funds maintained in the account and retain for distribution as grant funds.
   4.3. The Contractor must return any remaining interest earned on grant funds to the Department when the Agreement terminates.
   4.4. The Department will pay the Contractor upon G&C approval and submission of an invoice from the Contractor to the Department requesting an advance payment for expenses to be incurred in the fulfillment of this agreement. The payment shall be made within 15 business days of receipt and approval of the invoice by the Department.
   4.5. To facilitate quarterly reconciliation of all grant funds, the Contractor must submit bank account statements and the following grant information to the Department no later than ten (10) business days after the end of each fiscal quarter, in a format approved by the Department, which includes the following information for each grant award:
      4.5.1. Grantee name and identifying information;
      4.5.2. Summary of grant request;
      4.5.3. Full grant application upon request;
      4.5.4. Dollar amount of grant; and

4.5.5. Payment distribution information.

4.6. Upon completion of each quarterly reconciliation, in the event the balance of funds held by the Contractor is less than $1,250,000, the Department may make additional payment to the Contractor. The total amount of funds held by the Contractor must not to exceed $1,250,000 at any time.

4.7. In the event that the Contractor does not submit the required information described in Section 4.5., the Department reserves the right to withhold future payments and recoup any payments already made by the Department, at the Department's sole discretion.

4.8. The Contractor must reconcile the grant applications with grantee invoice(s) of actual expenditures and secure the return of unused funds or return of funds utilized for non-approved and non-allowable expenses. The Contractor must return unused funds or any payment for administrative costs applied to funds utilized for non-approved and non-allowable expenses, as described above, to the Department within 40 days prior to the resulting contract completion date.

5. Administrative Costs:

5.1. Payment for administrative costs will be made on a quarterly basis at the administrative rate of 7.89% applied to disbursed community grant funds.

5.2. The Contractor must submit invoices using a form satisfactory to the Department, which identifies and requests payment in accordance with 5.1. above. The Contractor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

6. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

7. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7., Completion Date.

8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

9. Audits

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

9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

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

9.2. If Condition A exists, the Contractor 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 Contractor'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.

9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

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

9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.

10. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

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

Initial

Contractor Initials MMR

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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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Initial

Contractor Initials MMR

Date 5/27/2025

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.).

Initial

Contractor Initials MMR

Date 5/27/2025

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.

Initial

Contractor Initials MLR

Date 5/27/2025

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

Docusign Envelope ID: 2CF1FE83-5BD7-4BA9-9D96-11E83346A6D6

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 GRANITE UNITED WAY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1927. 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: **65650**

Certificate Number: **0006672302**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2024.

David M. Scanlan
Secretary of State

Docusign Envelope ID: 2CF1FE83-5BD7-4BA9-9D96-11E83346A6D6

CERTIFICATE OF AUTHORITY

I, Joseph Bator, hereby certify that:

1. I am the duly elected Board Chair of Granite United Way.

2. The following is a true copy of an electronic vote taken of the Board of Directors, duly called and conducted on December 3, 2024, at which a quorum of the Directors were present and voting.

VOTED: That Nichole Martin Reimer, President & CEO, is duly authorized on behalf of Granite United Way 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 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: 5/22/2025

Signed by:

Signature of Elected Officer
Name: Joseph Bator
Title: Board Chair

Docusign Envelope ID: 2CF1FE83-5BD7-4BA9-9D96-11E83346A6D6

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2025

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
THE ROWLEY AGENCY
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Alyssa Woods
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: alyssa_woods@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Ins - Bedford	22292
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Granite United Way
22 Concord Street
Floor 2
Manchester NH 03101

COVERAGES CERTIFICATE NUMBER: 25-26 All Lines 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:			ZEV900337108	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			ZEV900337108	1/1/2025	1/1/2026	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			CUV9003210	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3A States: NH, VT WEV8996802	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	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER
NH DHHS
129 Pleasant St
Concord, NH 03302

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
Alyssa Woods/AW

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Granite United Way

LIVE UNITED

MISSION STATEMENT

Granite United Way's mission is to improve the quality of people's lives by bringing together the caring power of communities.

Granite United Way

Merrimack County	Southern Region	North Country	Northern Region	Upper Valley	Central Region	Whole Village	Carroll County United
45 South Main Street	22 Concord Street	P.O. Box 311	962 Main Street	21 Technology Drive	383 South Main St.	258 Highland Street	448A White Mtn. Highway
Concord, NH 03301	Manchester, NH 03101	Littleton, NH 03561	Berlin, NH 03570	W. Lebanon, NH 03784	Laconia, NH 03246	Plymouth, NH 03264	Tamworth, NH 03885
603.224.2595	603.625.6939	603.444.1555	603.752.3343	603.298.8499	603.737.1121	603.536.3720	603.323.8139

GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND
INDEPENDENT AUDITOR'S REPORT

FOR THE YEAR ENDED
JUNE 30, 2023

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NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

Report on Schedule of Expenditures of Federal Awards

Opinion

We have audited the accompanying schedule of expenditures of federal awards of Granite United Way for the year ended June 30, 2023 and the related notes (the financial statement).

In our opinion, the accompanying schedule of expenditures of federal awards presents fairly, in all material respects, the expenditures of federal awards of Granite United Way for the year ended June 30, 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States *(Government Auditing Standards);* and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Schedule section of our report.

We are required to be independent of Granite United Way and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Schedule

Management is responsible for the preparation and fair presentation of the schedule in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the schedule that is free from material misstatement, whether due to fraud or error.

70 Commercial Street, 4th Floor
Concord, NH 03301
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f: 603-224-3792

44 School Street
Lebanon, NH 03766
v: 603-448-2650
f: 603-448-2476

Auditor's Responsibilities for the Audit of the Schedule

Our objectives are to obtain reasonable assurance about whether the schedule as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the schedule.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the schedule, whether due to fraud, or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the schedule.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the United Way's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the schedule.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Nathan Wechsler & Company

Concord, New Hampshire
March 7, 2024

GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2023

Federal Grantor Cluster Pass-through Grantor Program Title	Assistance Listing Number	Federal Expenditures	Expenditures to Subrecipients
U.S. Department of Health and Human Services			
Regional Public Health Network Services Cluster			
Passed through State of N.H. Department of Health and Human Services - South Central Public Health Network			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	$ 140,268	$ 17,498
Public Health Emergency Preparedness	93.069	103,044	77,063
National Bioterrorism Hospital Preparedness Program	93.889	10,090	-
Preventive Health and Health Services Block Grant	93.991	30,000	30,000
Immunization Cooperative Agreements	93.268	42,353	7,805
Opioid STR	93.788	9,909	-
Medical Reserve Corps Small Grant Program	93.008	24,173	-
Activities to Support State, Tribal, Local and Territorial Health Department Response to Public Health or Healthcare Crisis	93.391	78,809	55,784
Total State of N.H. Department of Health and Human Services - South Central Public Health Network		438,646	188,150
Passed through State of N.H. Department of Health and Human Services - Capital Area Public Health Network			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	119,244	-
Public Health Emergency Preparedness	93.069	82,510	-
National Bioterrorism Hospital Preparedness Program	93.889	6,307	-
Preventive Health and Health Services Block Grant	93.991	20,255	-
Immunization Cooperative Agreements	93.268	38,910	-
Opioid STR	93.788	10,703	-
Activities to Support State, Tribal, Local and Territorial Health Department Response to Public Health or Healthcare Crisis	93.391	50,845	-
Total State of N.H. Department of Health and Human Services - Capital Area Public Health Network		328,774	-
Passed through State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	146,358	-
Public Health Emergency Preparedness	93.069	38,481	-
National Bioterrorism Hospital Preparedness Program	93.889	4,626	-
Preventive Health and Health Services Block Grant	93.991	28,980	-
Immunization Cooperative Agreements	93.268	36,143	-

GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (continued)
For the Year Ended June 30, 2023

Federal Grantor Cluster Pass-through Grantor Program Title	Assistance Listing Number	Federal Expenditures	Expenditures to Subrecipients
Activities to Support State, Tribal, Local and Territorial Health Department Response to Public Health or Healthcare Crisis	93.391	57,800	-
Opioid STR	93.788	17,117	-
Total State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health		329,505	-
Total Regional Public Health Network Services Cluster		1,096,925	188,150
Passed through the State of New Hampshire Department of Health and Human Services			
Opioid STR	93.788	438,042	-
Total U.S. Department of Health and Human Services		1,534,967	188,150
U.S. Department of the Treasury			
Direct Program			
Volunteer Income Tax Assistance (VITA) Matching Grant Program	21.009	65,000	-
Passed through the State of New Hampshire Governor's Office for Emergency Relief and Recovery			
Coronavirus Relief Fund	21.019	181,174	181,174
Passed Through the State of New Hampshire Department of Justice			
Coronavirus State and Local Fiscal Recovery Funds	21.027	839,406	627,423
Comprehensive Opioid, Stimulant, and other Substances Use Program	16.838	256,982	215,054
Total U.S. Department of the Treasury		1,342,562	1,023,651
Total Expenditures of Federal Awards		$ 2,877,529	$ 1,211,801

The accompanying notes are an integral part of this schedule.

Note 1. Basis of Presentation

The Schedule of Expenditures of Federal Awards ("the Schedule") includes the federal grant activity of Granite United Way ("the United Way"), under programs of the federal government for the year ended June 30, 2023. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) *Uniform Guidance*. Because the schedule presents only a selected portion of the operations of the United Way, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the United Way.

Note 2. Basis of Accounting

This schedule is prepared on the same basis of accounting as the United Way's financial statements. The United Way uses the accrual basis of accounting. Expenditures represent only the federally funded portions of the program. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Note 3. Program Costs

The amounts shown as current year expenditures represent only the federal grant portion of the program costs. Entire program costs could be more than shown. Such expenditures are recognized following, as applicable, either the cost principles in the OMB Circular A-122, Cost Principles for Non-Profit Organizations, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 4. Major Programs

In accordance with OMB Uniform Guidance, major programs are determined using a risk-based approach. Programs in the accompanying Schedule are determined by the independent auditor to be major programs.

Note 5. Indirect Cost Rate

The amount expended includes $208,499 claimed as an indirect cost recovery. The United Way elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Granite United Way's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Granite United Way's major federal programs for year ended June 30, 2023. Granite United Way's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, Granite United Way complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards);* and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Granite United Way and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Granite United Way's compliance with the compliance requirements referred to above.

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f: 603-224-3792

44 School Street
Lebanon, NH 03766
v: 603-448-2650
f: 603-448-2476

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Granite United Way's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Granite United Way's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards,* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Granite United Way's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards,* and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud, or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Granite United Way's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Granite United Way's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the United Way's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2023-001 Our opinion on each major federal program is not modified with respect to these matters. *Government Auditing Standards* requires the auditor to perform limited procedures on Granite United Way's response to the noncompliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. Granite United Way's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be significant deficiencies.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2023-001 to be significant deficiencies.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on Granite United Way's response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. Granite United Way's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Nathan Wechsler & Company

Concord, New Hampshire
March 7, 2024

GRANITE UNITED WAY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JUNE 30, 2023

Section I: Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: *unmodified*

Internal control over financial reporting:

Are any material weaknesses identified?	____	Yes	X	No
Are any significant deficiencies identified?	X	Yes	____	None Reported
Is any noncompliance material to financial statement noted?	____	Yes	X	No

Federal Awards

Internal control over major federal programs:

Are any material weaknesses identified?	____	Yes	X	No
Are any significant deficiencies identified?	____	Yes	X	None Reported
Type of auditor's report issued on compliance for major federal programs:	*unmodified*			
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____	Yes	X	No

Identification of major federal programs:

Assistance Listing Numbers	Name of federal program or cluster
	Regional Public Health Network Services Cluster

93.959 -Block Grants for Prevention and Treatment of Substance Abuse
93.069 -Public Health Emergency Preparedness
93.889 -National Bioterrorism Hospital Preparedness Program
93.991 -Preventive Health and Health Services Block Grant
93.268 -Immunization Cooperative Agreements
93.788 -Opioid STR
93.008 -Medical Reserve Corps Small Grant Program

93.391 -Activities to Support State, Tribal, Local and Territorial Health Department Response to Public Health or Healthcare Crisis	U.S. Department of the Treasury	
16.838– Comprehensive Opioid, Stimulant, and other Substances Use Program		
Dollar threshold used to distinguish between type A and type B programs:	$750,000	
Auditee qualified as a low-risk auditee?	X Yes	____ No

Section II – Financial Statement Findings

2023-001- Preparation of the Schedule of Expenditures of Federal Awards (SEFA)

Finding Type: Significant deficiencies in internal controls over financial reporting.

Criteria: Management is responsible for the preparation of the Schedule of Expenditures of Federal Awards, which must list individual Federal awards by Federal Agency, including the total federal awards expended, name of pass-through entity, assistance listing number, and total amount provided to subrecipients. Granite United Way is responsible for maintaining complete and accurate financial records and the Schedule of Expenditures of Federal Awards should be prepared directly from those records.

Condition and context: The Schedule of Expenditures of Federal Awards presented for audit required multiple drafts. It was noted that certain programs on the schedule had the incorrect assistance listing number and program titles. Six programs included incorrect subrecipient expenditures and the total amount reported on the schedule was overstated by $17,956.

Cause of Condition: Granite United Way does not have effective internal control over the preparation of the Schedule of Expenditure of Federal Awards. The United Way did not reconcile the subrecipient expenditures reported on the SEFA with the amounts reported in the general ledger.

Effects of Condition: Potential understatement or overstatement of expenditures to subrecipients could exist in the Schedule of Expenditures of Federal Awards and not be detected and corrected.

Recommendation: It is recommended that Granite United Way establish additional policies and procedures to ensure that all Federal awards are identified and reported accurately on the SEFA and that subrecipient amounts reported on the Schedule of Expenditures of Federal Awards be reconciled with expenditures in the general ledger. There should be additional review after the preparation of the SEFA.

View of Responsible Officials and Planned Corrective Action:

The Chief Impact Officer will prepare the initial draft of the SEFA, including federal agency assistance listings numbers, pass-through entities, program names, and subrecipient information. This draft will be reviewed by the Contracts Specialist for accuracy and comparison with existing contracts for accurate information. The CFO will review the draft SEFA and compile the general ledger transactions, which will have already been reconciled with invoice submissions to the State of NH.

Cover sheets for check requests will differentiate between Subawards/Subrecipients and Procurement Contracts/Contractors when designated to the line item named Subcontracts/Agreements to ensure Procurement Contracts/Contractors expenses are not misclassified as Subawards/Subrecipients expenses.

Planned Implementation Date of Corrective Action: March 2024

Person Responsible for Corrective Action: Cindy Read, Chief Financial Officer

Section III – Federal Awards Findings

No federal awards findings noted.

Granite United Way

LIVE UNITED

Board of Directors 2024-2025

Joseph Bator, *Chair*
TD Bank, Regional Vice President
Josephine Moran, *Vice Chair*
Ledyard Financial Group, Inc.
Dr. Chuck Lloyd, *Immediate Past Chair*
Community College System of NH, Vice Chancellor
Doug DeLara, *Treasurer*
Baker Newman Noyes, Senior Manager
William Keena, *Secretary*
AmeriHealth Caritas New Hampshire
Kathy Bizarro-Thunberg, *Audit Chair*
New Hampshire Hospital Association, Executive Vice President
Kyle Barry
NextEra Energy Seabrook Station
Stephen Brooks
Littleton Coin Company
Robert Coates
Eversource
Paul DeBassio
Retired/ United Way Network
Chris Emond
Boys & Girls Club of Central NH, Executive Director
Doug Foley
Eversource, President
Colby Gamester, *GSR CIC Chair*
Gamester Law Office, Owner & Attorney
James Harris
Sheehan Phinney
Dr. Pamela Hofley
Dartmouth Hitchcock
John Hughes
McLane Middleton, Director, Trusts & Estates Department
Diana Johnson
Merrimack County Savings Bank, Vice President Marketing Officer

Christina Lachance
University of New Hampshire, NH Council for Thriving Children, Director
Roxanne Makris
Lincoln Financial Group
Stacia Maloney
Pike Industries
Herschel Nachlis
Dartmouth College
Maura Palmer, *Governance Chair*
Salem School District
Randy Perkins
Eversource, Senior Account Executive (Retired)
Dr. Daisy Pierce
Navigating Recovery of the Lakes Region
Kelli Riggs, *Marketing Chair*
Comcast
Betsey Rhynhart, *MC CIC Chair / DEI Chair*
Concord Hospital, Vice President of Population Health
Justin Slattery, *CR CIC Chair*
Belknap Economic Development Council, Executive Director
Tim Soucy, *SR CIC Chair*
Catholic Medical Center, Senior Executive Director of Community Health & Mission
Rusty Talbot, *NC CIC Chair*
North Country Climbing Center, CEO
Nick Toumpas, *Strategic Impact Chair*
Department of Health and Human Services, Commissioner (Retired)
Patrick Tufts, MSW
Granite United Way

[redacted]

SHANNON M. SWETT, MSW

EDUCATION

Master of Social Work
2002 – 2004 University of New Hampshire Durham, NH

Bachelor of Arts - Clinical Counseling Psychology
1999 – 2002 Keene State College Keene, NH

EXPERIENCE

2007 - Present Granite United Way Concord, NH
Chief Impact Officer

Accomplishments:

- Leads the Granite United Way impact Department, overseeing a growing team of over 35 staff members and a portfolio of initiatives, with revenue exceeding $5 million
- Oversees a vast array of services and initiatives for Granite United Way, including 211 NH, Recovery Friendly Workplace, Work United, Regional Early Childhood Networks, Capital Area Public Health Network, Carroll County Coalition for Public Health, South Central Public Health Network, Whole Village Family Resource Center, and Financial Empowerment/VITA/Asset Building, and the Affordable Housing Incentive Program
- Serves on Executive Leadership team with President/CEO, CFO, and Chief Alignment Officer to ensure successful implementation of Strategic Plan, with a commitment to the values and vision established by the Board of Directors
- Engages Board members, community impact committees, funded agencies, and other volunteers to align and leverage Granite United Way investments, funding streams, and strategies with regional and/or statewide efforts addressing public health, substance use disorder, and social determinants of health
- Developed the Recovery Friendly Workplace initiative (now designated a Promising Practice) with Governor Sununu in 2018; Engaged workplaces across NH from an initial 25 early adopters at launch to over 350 workplaces in 2023, representing over 85,000 employees statewide; Engaged multiple states across the country looking to replicate the initiative, with over 30 other states now engaged in a Community of Practice led by Granite United Way staff
- Provides consultation and guidance in strategic planning, coalition/network development, community engagement, grant writing, contract management, evaluation, and public health and prevention strategy development
- Develops and maintains strategic partnerships and relationships with key stakeholders across NH, with a strong personal commitment to advancing health equity and voices from traditionally marginalized communities
- Oversees all aspects of federal, state, and local grants and contracts, including resource development, budget development, subcontract monitoring, and financial oversight

2005 – 2007 Community Response (CoRe) Coalition Belknap County, NH
Outreach Coordinator, Project Director

Accomplishments:

- Provided leadership for a county-wide, regional alcohol, tobacco, and other drug abuse prevention coalition
- Strengthened capacity of coalition through outreach and collaboration, including partnerships with 10 community sectors, including government, schools, businesses, healthcare, and safety
- Coordinated all aspects of federal, state, and local grants, including financial oversight, progress reports, communications, and work plan goals, objectives, and activities
- Developed, coordinated, promoted, and implemented events, programs, and trainings for youth and adults
- Strengthened youth leadership and involvement in substance abuse prevention activities
- Supervised part-time staff, youth leaders, and volunteers

2004 – 2005 Caring Community Network of the Twin Rivers (CCNTR) Franklin, NH
Community Program Specialist

Accomplishments:

- Assisted in development of programming related to strengthening the public health infrastructure
- Recruited new participants to agency committees and projects
- Facilitated organizational collaboration, compiled research, and developed proposals to funding sources to address community needs
- Facilitated several ongoing committees
- Developed and maintained productive relationships with community and state leaders and agencies
- Participated in several trainings/seminars related to issues including substance abuse prevention, emergency preparedness, leadership, and public health infrastructure development
- Wrote numerous articles and press releases concerning community and public health

PROFESSIONAL ASSOCIATIONS

- NH Governor's Commission on Alcohol and Other Drugs, Budget Task Force: 2023-Present
- NH Harm Reduction Coalition: Treasurer, 2022-Current
- American Public Health Association: NH Affiliate Representative to the Governing Council 2018-2019
- NH Public Health Association: Board Member 2018-2019
- Prevention Task Force of the Governor's Commission (Co-Chair): 2017-2019
- NH Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery (Prevention Representative): 2016-2018
- NH Drug Overdose Fatality Review Committee (Prevention Representative): 2016-2018
- NH Alcohol and Other Drug Service Providers Association: Treasurer 2007-2011, 2014-2015
- NH Prevention Certification Board's Peer Review Committee: 2009-2011

Marla May Zarzour

Professional Experience

Granite United Way | Concord, NH

Contracts Specialist July 2024-Current

- Submits Requests for reimbursement for a large portfolio of government contracts and grants
- Monitor requests for solicitations and contracts within budget limits
- Review compliance with funder requirements as outlined in each contract or grant agreement
- Provides accurate, timely processing of vendor invoices
- Works with Impact program leads to ensure budget spend-down
- Work with program staff and finance department to process check requests

Program Coordinator November 2016-July 2024

- Provide professional support to the Community Impact and Community Review Team
- Provide professional support to the Resource Development staff and Campaign Cabinet
- Provide administrative and event planning support
- Compile data, generate reports
- Provide database support
- Take meeting minutes
- Assist with grant review

Administrative Assistant June 2016 – November 2016

- Responsible for greeting visitors, directing calls appropriately.
- Manage invoices, compile data, and generate reports.
- Establish and maintain productive relationships with donors, and volunteers.
- General office function- office supplies, mail distribution.
- Provide administrative support to the Sr. Director of Regional Impact as it relates to the Community Impact Committee, Community Review Teams, Day of Caring and other potential events.
- Provide administrative and event planning support for presentations, meetings, events and special programs.

JP China | Alton, NH

Server-Bartender July 2016 - July 2017

- Prepare restaurant tables
- Attend to customers
- Present menu- help customers with food/beverages
- Issue bills and accept payment
- Preparing alcoholic and non-alcoholic beverages
- Restock and replenish bar inventory
- Comply with food and beverage regulations.

Caring Hands Animal Hospital | Manchester, NH

Receptionist May *2010 – 2016*

- Responsible for greeting customers, answering phones, filing maintenance, scheduling appointments, procedures and boarding reservations.
- Identify and work compassionately with clients in various emotional states.
- Check-in clients and monitor clients flow from check-in to discharge.
- Manage record requests between other hospitals and specialty practices and relay appropriate information to/from clients to doctors.
- Fill prescriptions, discharge patients, provide client education for pre and post care.
- Handle confidential information, process payment transactions, and maintain proper documentation in electronic medical records.
- Maintain and clean all areas of the hospital to include reception desk, lobby, bathrooms, exam rooms and kennels.

Z1 Express | Chichester, NH

Manager *2007 - 2010*

- Responsible for day-to-day store operations including scheduling, training, ordering, supervising employees, and cash management.
- Determine stocking needs and interact positively with customers and vendors.
- Plan, schedule, supervise and ensure employees adhere to store policies and procedures.

Education

Prospect Mountain High School | Alton, NH
Graduated 2007

Skills

- Customer Service
- Organization
- Data base management (Avimark)
- Time management
- MS office
- Apricot software
- Interpersonal skills
- Records management
- Multi-tasking
- Social Media Applications

References

Available on request.

GRANITE
UNITED WAY

Granite United Way's Mission is to improve the quality of people's lives by bringing together the caring power of communities.

POSITION DESCRIPTION

POSITION: Project Director, Opioid Abatement Community Grant Program

FLSA: Exempt

DEPARTMENT: Impact

STATUS: Full-time

REPORTS TO: Chief Impact Officer

LOCATION: Concord

INTRODUCTION:
Granite United Way's Vision is to be the preferred way people work together to build a community that values its collective responsibility to care for each other. All employees at Granite United Way are integral to our ability to achieve our mission. Performance of the job duties outlined below will enable us to follow through on our promises to the communities we serve.

POSITION SUMMARY:

The **Project Director** will oversee the day-to-day implementation of the Opioid Abatement Community Grant Program. This role ensures strict adherence to timelines, deadlines, and project benchmarks. Reporting to the Chief Impact Officer, the Project Director will act as the primary point of contact for internal teams, external collaborators, grantees, NH DHHS (New Hampshire Department of Health and Human Services), and the Opioid Abatement Commission.

The ideal candidate will bring extensive project management experience, exceptional organizational skills, and a track record of successfully coordinating complex, multi-stakeholder initiatives. They will be responsible for managing workflows, compiling programmatic reports, leading the Community Advisory Team, and promoting grant opportunities through strategic communication efforts.

Key Responsibilities

- Lead and manage project activities to achieve program goals and adherence to proposed timelines.
- Ensure compliance with deadlines, milestones, and benchmarks established in the RFP and contract.
- Work closely with grantees to gather and assess programmatic reports, creating comprehensive documentation for NH DHHS and the Opioid Abatement Commission.
- Collaborate with the internal IS and Marketing teams to develop communications strategies for publicizing grant opportunities and recruiting subject matter experts or individuals with lived experience to the Community Advisory Team.
- Serve as the leader of the Community Advisory Team, driving meaningful discussions and actionable outcomes with guidance from the Chief Impact Officer.

- Monitor workflows, ensuring efficient coordination of all aspects of the grant program.
- Build relationships with subcontractors, grantees, and key stakeholders to foster transparency and collaboration.
- Support strategic initiatives to enhance the impact of the Opioid Abatement Community Grant Program.

Qualifications

- Proven experience as a **project manager or project director** leading complex, multi-stakeholder initiatives.
- Strong organizational and time management skills, with an ability to manage multiple priorities efficiently.
- Expertise in establishing and monitoring workflows for effective project execution.
- Demonstrated experience in coordinating reporting efforts, with attention to detail in compiling programmatic data.
- Excellent communication skills with the ability to publicize opportunities, recruit advisory team members, and foster community engagement.
- Leadership experience, particularly in guiding advisory teams or cross-functional groups toward goal achievement.
- Proficiency in stakeholder collaboration, including internal staff, external partners, and government agencies.
- Commitment to addressing public health challenges with strengths-based, solution-oriented approaches.
- Commitment to working intentionally on diversity, equity, and inclusion.
- Strong ability to develop and maintain strong, trusted, collaborative relationships with internal and external stakeholders and colleagues.
- Knowledge of federal, state, and local government, nonprofit and public health systems and effective systems change strategies.
- Proficient in Microsoft Office, databases, and web-based applications (internet, email, social media).
- Granite United Way is a Recovery Friendly Workplace, and we value the leadership and contributions that individuals with lived experience bring to the workplace, to community health improvement and in strengthening systems of care. We strongly encourage applications from people who identify as members of a historically underserved community and/or those with lived experiences relevant to the work.
- Ability to travel within GUW service area as required
- Valid driver's license, reliable transportation, and proof of insurance.

ENVIRONMENT:

The venue of this position is a general office environment that is clean, well-lighted, and environmentally comfortable, free of fumes or airborne particles, and only minimally exposes

employees to office solvents limited to those relative to copier equipment.
This position requires:

- Minimal requirement to reach at or above shoulder level; occasional reaching below shoulder level required
- Hand manipulation – equipment and controls, frequent; grasping and handling, occasional lifting.
- Ability to travel throughout the territory required.
- Ability to work a flexible schedule, which may include night and weekends.
- Ability to tolerate prolonged sitting and/or standing and to lift to approximately 25 pounds to waist high level whenever necessary.
- Mobility includes regular sitting, some standing and walking. Sitting, some standing and walking.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This document describes the position as it is currently available and is not a contract. Granite United Way retains the right to change modify the position description at any time.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Granite United Way

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Shannon Swett	Chief Impact Officer	$33,355.75	$133,423.00
Marla May Zarzour	Contracts Specialist	$13,000.00	$65,000.00
Vacant	Project Director	$70,000.00	$70,000.00