April 18, 2023

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

REQUESTED ACTION

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

<table>
<thead>
<tr>
<th>Grantee Name</th>
<th>Vendor Code</th>
<th>Area Served</th>
<th>Agreement Amount</th>
<th>Expiration Date*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Archways (Tilton, NH)</td>
<td>310158-B001</td>
<td>Central NH</td>
<td>$284,034</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>Boys &amp; Girls Club of Greater Nashua, inc. (Nashua, NH)</td>
<td>167081-B001</td>
<td>Greater Nashua</td>
<td>$353,350</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>County of Cheshire (Keene, NH)</td>
<td>177372-B001</td>
<td>Cheshire County</td>
<td>$173,888</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>County of Merrimack (Boscawen, NH)</td>
<td>177435-B001</td>
<td>Merrimack County</td>
<td>$209,365</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>County of Sullivan (Newport, NH)</td>
<td>177482-B004</td>
<td>Sullivan County</td>
<td>$453,847</td>
<td>12 Months from G&amp;C approval</td>
</tr>
<tr>
<td>Dismas Home of New Hampshire (Manchester, NH)</td>
<td>290061-B001</td>
<td>Statewide</td>
<td>$800,000</td>
<td>96 Months from G&amp;C approval**</td>
</tr>
<tr>
<td>Organization</td>
<td>Project Code</td>
<td>Location</td>
<td>Grant Amount</td>
<td>Approval Period</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>--------------</td>
<td>--------------------------</td>
<td>--------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Elliot Hospital of the City of Manchester (Manchester, NH)</td>
<td>177179-B005</td>
<td>Statewide</td>
<td>$200,000</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>Greater Seacoast Community Health (Somersworth, NH)</td>
<td>166629-B001</td>
<td>Statewide</td>
<td>$575,737</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>Hope on Haven Hill (Somersworth, NH)</td>
<td>275119-B001</td>
<td>Statewide</td>
<td>$269,645</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>Makin' It Happen Coalition for Resilient Youth (Manchester, NH)</td>
<td>319209-B001</td>
<td>Greater Manchester</td>
<td>$574,350</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>Mid-State Health Center (Plymouth, NH)</td>
<td>158055-B001</td>
<td>Southern Grafton County</td>
<td>$217,028</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>New Hampshire Harm Reduction Coalition (Dover, NH)</td>
<td>330454-B001</td>
<td>Statewide</td>
<td>$875,000</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>North Country Health Consortium (Littleton, NH)</td>
<td>158557-B001</td>
<td>North Country</td>
<td>$263,787</td>
<td>12 Months from G&amp;C approval</td>
</tr>
<tr>
<td>The Upper Room, A Family Resource Center (Derry, NH)</td>
<td>174210-B001</td>
<td>Greater Derry, NH</td>
<td>$264,000</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>TLC Family Resource Center (Claremont, NH)</td>
<td>170625-B001</td>
<td>Sullivan and Lower Grafton County</td>
<td>$568,813</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td>Weeks Medical Center (Lancaster, NH)</td>
<td>177171-B001</td>
<td>Coos and Upper Grafton County</td>
<td>$458,270</td>
<td>24 Months from G&amp;C approval</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$6,541,114</strong></td>
<td></td>
</tr>
</tbody>
</table>
Grant agreements include one (1) or two (2) year project periods based on the Grantees' applications.

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

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See Fiscal Details Attached

**EXPLANATION**

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

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

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

- **Statewide Systems** to support mobile intervention, treatment, and recovery services, offered by qualified professionals.

- **Treatment access**; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.

- **Recovery** to provide access to housing, including supportive housing, recovery housing; provide or support transportation to treatment or recovery programs or services; and provide employment training or educational services for individuals in treatment for or in recovery from OUD and any co-occurring SUD/MH.

- **Prevention** to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.

- **Workforce** to provide scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD and any co-occurring SUD/MH issues.

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

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

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

Area served: Statewide
Source of Other Funds: Opioid Abatement Trust Fund

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.
<table>
<thead>
<tr>
<th>Class/Account Code</th>
<th>Class/Account Title</th>
<th>Sub-Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$23,670.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$142,017.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$118,347.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$284,034.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$29,021.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$179,225.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$145,104.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$353,350.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$14,491.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$86,944.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$72,453.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$173,888.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$17,152.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$106,455.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$83,333.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$200,000.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$43,227.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$319,375.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$216,135.00</td>
</tr>
<tr>
<td>102-500731</td>
<td>Contracts for Program Services</td>
<td>$575,737.00</td>
</tr>
<tr>
<td>Organization</td>
<td>VDR-Number</td>
<td>Year</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>------------</td>
<td>-------</td>
</tr>
<tr>
<td><strong>Hope On Haven Hill</strong></td>
<td>VDR-275119</td>
<td>2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2024</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2025</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Makin It Happen Coalition for Resilient Youth</strong></td>
<td>VDR-319209</td>
<td>2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2024</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2025</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Mid-State Health Center</strong></td>
<td>VDR-158055</td>
<td>2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2024</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2025</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>New Hampshire Harm Reduction Coalition</strong></td>
<td>VDR-330454</td>
<td>2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2024</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2025</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>North Country Health Consortium</strong></td>
<td>VDR-158557</td>
<td>2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2024</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>The Upper Room, A Family Resource Center</strong></td>
<td>VDR-174210</td>
<td>2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2024</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2025</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TLC Family Resource Center</strong></td>
<td>VDR-170625</td>
<td>2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2024</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2025</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Weeks Medical Center</strong></td>
<td>VDR-177171</td>
<td>2023</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2024</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2025</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Overall Total</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fiscal Year</td>
<td>Class/Account</td>
<td>Class Title</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>-------------</td>
</tr>
<tr>
<td>2023</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
</tr>
<tr>
<td>2024</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
</tr>
<tr>
<td>2025</td>
<td>102-500731</td>
<td>Contracts for Program Services</td>
</tr>
</tbody>
</table>

Sub Total $6,541,114.00
<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Title</th>
<th>Funding Request</th>
<th>Recommended by the Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Archways</td>
<td>Peer Recovery: Youth Program and Community Corrections</td>
<td>$284,034</td>
<td>Yes</td>
</tr>
<tr>
<td>Boys &amp; Girls Club of Greater Nashua, Inc.</td>
<td>Positive Youth Development &amp; Prevention Collaborative</td>
<td>$353,350</td>
<td>Yes</td>
</tr>
<tr>
<td>Manchester Police Department</td>
<td>Youth Restorative Justice: Juvenile Court Diversion</td>
<td>$160,000</td>
<td>Yes</td>
</tr>
<tr>
<td>County of Cheshire</td>
<td>Drug Court Recovery Support Services</td>
<td>$173,888</td>
<td>Yes</td>
</tr>
<tr>
<td>Dismas Home of New Hampshire, Inc.</td>
<td>Program Expansion for Women's Community Re-entry</td>
<td>$800,000</td>
<td>Yes</td>
</tr>
<tr>
<td>Elliot Hospital of the City of Manchester</td>
<td>Behavioral Health Workforce: Recruitment &amp; Retention</td>
<td>$200,000</td>
<td>Yes</td>
</tr>
<tr>
<td>Greater Seacoast Community Health</td>
<td>Peer Recovery Supports: Criminal Justice Program</td>
<td>$575,737</td>
<td>Yes</td>
</tr>
<tr>
<td>Hope on Haven Hill, Inc.</td>
<td>Recovery Housing for Pregnant and Postpartum Women</td>
<td>$269,645</td>
<td>Yes</td>
</tr>
<tr>
<td>Makin' It Happen Coalition for Resilient</td>
<td>Positive Youth Development &amp; Prevention: Project UPSTREAM</td>
<td>$574,350</td>
<td>Yes</td>
</tr>
<tr>
<td>Merrimack County</td>
<td>Program Expansion for Supportive Services</td>
<td>$209,365</td>
<td>Yes</td>
</tr>
<tr>
<td>Mid-State Health Center</td>
<td>Transportation for Rural Treatment &amp; Recovery Supports</td>
<td>$217,028</td>
<td>Yes</td>
</tr>
<tr>
<td>New Hampshire Harm Reduction Coalition</td>
<td>Harm Reduction Expansion: CapEx Initiative</td>
<td>$875,000</td>
<td>Yes</td>
</tr>
<tr>
<td>North Country Health Consortium</td>
<td>North Country Wellness and Recovery Friendly Program</td>
<td>$263,787</td>
<td>Yes</td>
</tr>
<tr>
<td>County of Sullivan</td>
<td>Transitional Housing &amp; Community Re-entry: Sullivan House</td>
<td>$503,847</td>
<td>Yes</td>
</tr>
<tr>
<td>The Upper Room, A Family Resource Center</td>
<td>Positive Youth Development &amp; Prevention: Adolescent Wellness Programs</td>
<td>$264,000</td>
<td>Yes</td>
</tr>
<tr>
<td>TLC Family Resource Center</td>
<td>Program Expansion of Drop-in Peer Recovery Supports</td>
<td>$568,813</td>
<td>Yes</td>
</tr>
<tr>
<td>Weeks Medical Center</td>
<td>Opioid Treatment Program Oversight Improvement</td>
<td>$60,810</td>
<td>Yes</td>
</tr>
<tr>
<td>Weeks Medical Center</td>
<td>Behavioral Health Workforce: Recruitment &amp; Retention</td>
<td>$331,000</td>
<td>Yes</td>
</tr>
<tr>
<td>Weeks Medical Center</td>
<td>Intensive Outpatient Program, Transitional Housing &amp; Mental Health Inpatient Services Development &amp; Planning</td>
<td>$66,460</td>
<td>Yes</td>
</tr>
<tr>
<td>ARC NH</td>
<td>Peer Recovery Support</td>
<td>$642,962</td>
<td>No</td>
</tr>
<tr>
<td>City of Manchester, Fire Department</td>
<td>Community Response Unit</td>
<td>$566,882</td>
<td>No</td>
</tr>
<tr>
<td>County of Cheshire</td>
<td>Cheshire County Department of Corrections Medication-Assisted Treatment Program</td>
<td>$506,476</td>
<td>No</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>----------</td>
<td>----</td>
</tr>
<tr>
<td>Elliot Hospital</td>
<td>Just Treatment</td>
<td>$785,899</td>
<td>No</td>
</tr>
<tr>
<td>Elliot Hospital</td>
<td>Roads to Treatment</td>
<td>$263,056</td>
<td>No</td>
</tr>
<tr>
<td>Friends of NH Drug Courts</td>
<td>Improving graduation rates and treatment outcomes for adults with any substance use disorder in New Hampshire Drug Courts</td>
<td>$1,239,780</td>
<td>No</td>
</tr>
<tr>
<td>Greater Seacoast/SOS Recovery</td>
<td>SOS RCO Social Enterprise Restaurant</td>
<td>$170,895</td>
<td>No</td>
</tr>
<tr>
<td>Hillsborough County Dept. of Corrections</td>
<td>MAT</td>
<td>$329,189</td>
<td>No</td>
</tr>
<tr>
<td>JSI Research &amp; Training Institute</td>
<td>The Partnership at Drug Free NH</td>
<td>$1,513,678</td>
<td>No</td>
</tr>
<tr>
<td>Lamprey Health</td>
<td>Lamprey Health Care MAT/SUD Services Support</td>
<td>$539,727</td>
<td>No</td>
</tr>
<tr>
<td>Dartmouth-Hitchcock</td>
<td>Recovery Support Services for Opioid Abatement</td>
<td>$578,332</td>
<td>No</td>
</tr>
<tr>
<td>Merrimack County</td>
<td>Merrimack County DOC - MAT Reimbursement</td>
<td>$486,458</td>
<td>No</td>
</tr>
<tr>
<td>Nashua Prevention Coalition</td>
<td>Project Impact: Community Action Partnership</td>
<td>$1,783,598</td>
<td>No</td>
</tr>
<tr>
<td>NH Alcohol &amp; Drug Abuse Counselors</td>
<td>Clinician Wellbeing Network</td>
<td>$1,000,000</td>
<td>No</td>
</tr>
<tr>
<td>NH Coalition of Recovery Residences</td>
<td>Market Analysis of the Recovery Housing Ecosystem in NH</td>
<td>$94,458</td>
<td>No</td>
</tr>
<tr>
<td>NH Juvenile Court Diversion Network</td>
<td>Juvenile Court Diversion LADC</td>
<td>$834,750</td>
<td>No</td>
</tr>
<tr>
<td>NH Teen Institute</td>
<td>NH Teen Institute Prevention Project</td>
<td>$153,849</td>
<td>No</td>
</tr>
<tr>
<td>Pinetree Institute</td>
<td>Greater Seacoast Social Care Payment Project</td>
<td>$590,000</td>
<td>No</td>
</tr>
<tr>
<td>Plymouth Area Recovery</td>
<td>Whole Person Whole Life Recovery Project</td>
<td>$327,430</td>
<td>No</td>
</tr>
<tr>
<td>Rockingham County Dept. of Corrections</td>
<td>Rockingham County Integrated Inmate Treatment Initiative</td>
<td>$725,349</td>
<td>No</td>
</tr>
<tr>
<td>Strafford County</td>
<td>Medication Assisted Treatment Program</td>
<td>$1,732,750</td>
<td>No</td>
</tr>
<tr>
<td>Sullivan County</td>
<td>Recovery Clinical Support</td>
<td>$401,340</td>
<td>No</td>
</tr>
<tr>
<td>Sullivan County</td>
<td>Future Funding for MAT</td>
<td>$901,076</td>
<td>No</td>
</tr>
<tr>
<td>Sullivan County</td>
<td>Reimbursement</td>
<td>$837,653</td>
<td>No</td>
</tr>
<tr>
<td>Weeks Medical Center</td>
<td>School Based Programming</td>
<td>$157,780</td>
<td>No</td>
</tr>
<tr>
<td>Easter Seals New Hampshire Inc.</td>
<td>Farnum Center Co-Occuring Disorder Treatment Program</td>
<td>$1,600,680</td>
<td>Disqualified</td>
</tr>
</tbody>
</table>
GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Archways</td>
<td>5 Prospect Street Tilton, NH 03276</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Grantee Phone #</th>
<th>1.6. Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 286-4255</td>
<td>05-095-092-920510-39500000-102-500731</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Months from G&amp;C Approval</td>
<td>$284,034</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michelle Lennon</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michelle Lennon Executive Director</td>
</tr>
</tbody>
</table>

Grantee Signature 2

Name & Title of Grantee Signor 2

Grantee Signature 3

Name & Title of Grantee Signor 3

<table>
<thead>
<tr>
<th>1.13. State Agency Signature(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.14. Name &amp; Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox Director</td>
</tr>
</tbody>
</table>

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: [Signature] Assistant Attorney General, On: 4/11/2023

1.16. Approval by Governor and Council (if applicable)

By: On:

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.10), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specified herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS:

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the Grantee shall pay the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding any unexpected circumstances, in no event shall the total of all payments authorized, or actual made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE WITH LAWS AND REGULATIONS:

6.1. The State, and anyone it shall designate, shall have unrestricted authority to inspect and examine, and any or all records of the State, or any person designated by it, unrestricted access to all data for anyone other than the State.

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

6.3. The manner and schedule of payment shall be as set forth in EXHIBIT C.
17. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

23. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.
Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

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

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

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

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

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

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

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

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

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

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

Grantee Initials: [ML]

Date: 4/6/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

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

1.2. The Grantee must ensure services are available in central New Hampshire.

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

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

1.5. Youth Program

1.5.1. The Grantee must develop and implement a youth program designed to provide supports to students experiencing Opioid Use Disorders (OUD) and any co-occurring Substance Use Disorders (SUD)/Mental Health (MH) issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.

1.5.2. The Grantee, in coordination with Creating Connections NH, must ensure the youth program consists of two nationally youth-focused components: Seven Challenges (SC) and Alternative Peer Groups (APG), focused on support treatment and recovery support programs and services for young people with OUD. The Grantee must:

1.5.2.1. Provide programming at Franklin School District Middle School and High School, and the Franklin and Concord Archways;

1.5.2.2. Ensure the personnel coordinating and implementing the youth program are Certified Recovery Support Workers, Licensed Drug and Alcohol Counselors, or Master Licensed Drug and Alcohol Counselors;

1.5.2.3. Provide Recovery Coaches/Family Support Workers;

1.5.2.4. Ensure personnel is trained in required curriculum for AGP and SC and through the Building Futures Together program;

1.5.2.5. Provide SC and APG components either within the community or during study hours within the school, depending on the needs of the participants;

1.5.2.6. Develop policies and procedures for SC and APG NH.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.5.2.7. Establish collaborative relationships with existing community based program sites and schools;

1.5.2.8. Create outreach materials and social media presence for SC and APG;

1.5.2.9. Facilitate weekly SC and APG sessions at 3-4 sites; and

1.5.2.10. Collect and evaluative data and analyze for continuous quality improvement with NH Human Services Research Institute (HSRI).

1.6. Community Corrections Program

1.6.1. The Grantee must support recovery services, offered by qualified professionals, for individuals with OUD and any co-occurring SUD/MH issues or individuals who have experienced an opioid overdose by establishing a community correction program (CCP). The Grantee must:

1.6.1.1. Develop policies and procedures;

1.6.1.2. Create outreach materials;

1.6.1.3. Establish an enrollment process; and

1.6.1.4. Facilitate ongoing program implementation.

1.6.2. The Grantee must establish a collaborative relationship with State and County Department of Corrections (DOC).

1.6.3. The Grantee must ensure the following personnel provided include:

1.6.3.1. Two (2) Peer Recovery Coach/Community Corrections Support Workers, who:

1.6.3.1.1. Are Certified Recovery Support Workers;

1.6.3.1.2. Have passed necessary federal background checks;

1.6.3.1.3. Have completed all required training necessary to work within a correctional facility.

1.6.3.1.4. At the discretion of the DOC, include:

1.6.3.1.4.1. One (1) female Recovery Coach/Community Corrections Support Worker available to visit community corrections participants within women's State and County DOC facilities; and
1.6.3.1.4.2. One (1) male Peer Recovery Coach/Community Corrections Support Worker available to visit participants in State and County DOC facilities;

1.6.3.1.5. Assist individuals, following release from DOC facilities, with:
   1.6.3.1.5.1. Navigating recovery support systems; and
   1.6.3.1.5.2. Accessing health and wellness, housing, employment and other professional and non-professional services.

1.6.3.1.6. Offer services in community settings for individuals experiencing homelessness.

1.6.3.2. One (1) Outreach Support Manager, who
   1.6.3.2.1. Is a Certified Recovery Support Worker with lived experience with SUD and recovery; and
   1.6.3.2.2. Participates on the CCP team in order to engage with individuals experiencing homelessness or are at-risk of experiencing homelessness.

1.6.4. The Grantee must facilitate meetings with the Community Corrections Team on a schedule mutually agreed upon between the Grantee and Department.

1.6.5. The Grantee must collect evaluative data to analyze for continuous quality improvement as approved by the Department.

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

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

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

1.8.2. Ensure the Department is provided with access that includes, but is not limited to:
   1.8.2.1. Data.
   1.8.2.2. Financial records.
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs

EXHIBIT B

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

1.8.2.4. Scheduled access to Grantee principals and staff.

1.9. Reporting

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

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

1.9.1.2. The time period covered by the report;

1.9.1.3. The date the report was prepared;

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

1.9.1.5. The number of individuals served;

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

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

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

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

3.3. Credits and Copyright Ownership

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

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

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

   3.3.3.1. Brochures.
   3.3.3.2. Resource directories.
   3.3.3.3. Protocols or guidelines.
   3.3.3.4. Posters.
   3.3.3.5. Reports.

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

4. Records

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

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

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov, or mailed to:
       Financial Manager
       Department of Health and Human Services
       105 Pleasant Street
       Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

Archways

RGA-2023-DBH-01-OPIOI-01

Page 1 of 3

Grantee Initials

Date 4/6/2023
7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

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

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

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

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

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

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

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

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

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to
which exception has been taken, or which have been disallowed because of such an exception.
New Hampshire Department of Health and Human Services  
Complete one budget form for each State Fiscal Year/Budget Period.
Grantee Name: Archways  
Budget Request for: Opioid Abatement Programs  
Budget Period: 12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)
Indirect Cost Rate (if applicable) 7.60%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$106,701</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$4,638</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$2,000</td>
</tr>
<tr>
<td>4. (a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5. (b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>6. (c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5. (d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5. (e) Supplies - Office</td>
<td>$1,000</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$2,000</td>
</tr>
<tr>
<td>7. Software</td>
<td>$1,000</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/Communications</td>
<td>$0</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$0</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$131,639</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$10,378</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$142,017</td>
</tr>
</tbody>
</table>

4/6/2023
New Hampshire Department of Health and Human Services

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

Grantee Name: Archways

Budget Request for: Opioid Abatement Programs

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

Indirect Cost Rate (if applicable): 7.80%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program/Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$106,701</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$14,938</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$4,000</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$1,000</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$2,000</td>
</tr>
<tr>
<td>7. Software</td>
<td>$1,000</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/</td>
<td>$0</td>
</tr>
<tr>
<td>Communications</td>
<td></td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$0</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$2,000</td>
</tr>
<tr>
<td>Peer Resources</td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$131,639</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$10,378</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$142,017</td>
</tr>
</tbody>
</table>

4/6/2023
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.


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

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

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

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

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

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


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.


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

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional 
restrictions over and above those uses or disclosures or security safeguards of PHI 
pursuant to the Privacy and Security Rule, the Contractor must be bound by such 
additional restrictions and must not disclose PHI in violation of such additional 
restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End 
User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for 
any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives 
of DHHS for the purpose of inspecting to confirm compliance with the terms of this 
Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing 
Confidential Data between applications, the Contractor attests the applications have 
been evaluated by an expert knowledgeable in cyber security and that said 
application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks 
or portable storage devices, such as a thumb drive, as a method of transmitting DHHS 
data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if 
email is encrypted and being sent to and being received by email addresses of 
persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential 
Data, the secure socket layers (SSL) must be used and the web site must be 
secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file 
hosting services, such as Dropbox or Google Cloud Storage, to transmit 
Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground 
mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit 
Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to, credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

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

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
e. limit disclosure of the Confidential Information to the extent permitted by law.

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

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

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

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ARCHWAYS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 09, 2015. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 733566
Certificate Number: 0006195699

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 4th day of April A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, Brad Davis, President of the Board of Directors of Archways, hereby certify that:

(\text{Name of the elected Officer of the Corporation/LLC: cannot be contract signatory})

1. I am a duly elected Board President of Archways
   (\text{Corporation/LLC Name})

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on \text{\(27/4\), 2023\}, at which a quorum of the Directors/shareholders were present and voting.
   (\text{Date})

\text{VOTED: That Michelle J. Lennon, Executive Director of Archways,}
   (\text{Name and Title of Contract Signatory})

is duly authorized on behalf of Archways to enter into contracts or agreements with the State,
   (\text{Name of Corporation/LLC})

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

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

\text{Dated: \(27/4\), 2023\}

\text{Signature of Elected Officer.}
\text{Name: Brad Davis}
\text{Title: President}

Rev. 03/24/20
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**
A W Frost Agency, Inc.
354 Central Street
Franklin, NH 03235

**CONTACT**

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE (A/C. NO. Ext.)</th>
<th>FAX (A/C. NO.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LCOONEY</td>
<td>(603) 934-3319</td>
<td>(603) 934-7227</td>
</tr>
</tbody>
</table>

**INSURED**
Archways
5 Prospect St
Tilton, NH 03276

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mount Vernon Fire Insurance</td>
<td>24252</td>
</tr>
<tr>
<td>Wesco Insurance Company</td>
<td></td>
</tr>
</tbody>
</table>

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>EACH OCCURRENCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE</td>
<td>NPP2567885E</td>
<td>2/1/2023</td>
<td>2/1/2024</td>
<td>$1,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA OCCURRENCE)</td>
<td>$100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
<td>$5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td>$3,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTHER</td>
<td>$3,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COM/P/OP AGG</td>
<td>$3,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGG</td>
<td>$3,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>LIMITS</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EXC POLICY LIMIT</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCIDENT</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH OCCIDENT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>$100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

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

Hired & Non-Owned Auto Liability included in General Liability limits.

RE: 175 Central St, Franklin, NH 03235 & 5 Prospect St, Tilton, NH 03276 & 202 North State St, Concord, NH 03301

**CERTIFICATE HOLDER**
State of New Hampshire
Department of Health & Human Services
129 Pleasant St
Concord, NH 03301

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

© 1988-2015 ACORD CORPORATION. All rights reserved.
GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boys &amp; Girls Club of Greater Nashua, Inc.</td>
<td>One Positive Place Nashua, NH 03060</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Grantee Phone #</th>
<th>1.6. Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 883-0523</td>
<td>05-095-092-920510-39500000-102-500731</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Months from G&amp;C Approval</td>
<td>$353,350</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

1.11. Grantee Signature 1

Craig Fitzgerald, Executive Director

1.12. Name & Title of Grantee Signor 1

Craig Fitzgerald, Executive Director

1.13. State Agency Signature(s)

Katja S. Fox, Director

1.14. Name & Title of State Agency Signor(s)

Katja S. Fox, Director

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: Assistant Attorney General, On: 4/11/2023

1.16. Approval by Governor and Council (if applicable)

By: On:

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, or, if required by the State, or upon submission of the State Agency or in block 14.14 (the "Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, block 1.8.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C, block 1.9.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grant Officer the Grant Amount. The State shall withhold from the amount otherwise payable to the Grant Officer pursuant to this subparagraph 5.3 the amount required, or permitted, to be withheld pursuant to 14. R.S.A. 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete, payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only and complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duties upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical, materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantor's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, nor shall it permit any subcontractor, subgrantee, or other person, firm or corporation, whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA: ACCESS.**

9.1. As used in this Agreement, the term "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all data, records, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memos, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.3. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

10. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**

10.1. The Grant Amount is identified and more particularly described in EXHIBIT C, block 1.8.

10.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C, block 1.9.

10.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grant Officer the Grant Amount. The State shall withhold from the amount otherwise payable to the Grant Officer pursuant to this subparagraph 10.3 the amount required, or permitted, to be withheld pursuant to 14. R.S.A. 80:7 through 7-c.

10.4. The payment by the State of the Grant amount shall be the only, and the complete, payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only and complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

10.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

11. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duties upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

12. **RECORDS and ACCOUNTS.**

12.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical, materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

12.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantor's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

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

- Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantor has cured the Event of Default shall never be paid to the Grantee, and Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

- Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12.4. TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than twenty (20) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantor to receive that portion of the Grant amount earned to and including the date of termination.

12.5. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantor to receive that portion of the Grant amount earned to and including the date of termination.

12.6. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantor to receive that portion of the Grant amount earned to and including the date of termination.
14. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, resulting from, arising out of, or in connection with or in any way related to the acts or omissions of the Grantee or subcontractor, or subgrantor or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, resulting from, arising out of, or in connection with or in any way related to the acts or omissions of the Grantee or subcontractor, or subgrantor or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. **INSURANCE.**

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantor or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

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

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

17.2. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

18. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

19. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

20. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the “subject” blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

21. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

22. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

23. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials
Date 4/7/2023
Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

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

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

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

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

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

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

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

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

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

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

EXHIBIT B

**Scope of Services**

1. Statement of Work

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

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

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

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

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

      1.5.1. Promote healthy, drug-free lifestyles;

      1.5.2. Reduce isolation;

      1.5.3. Build participant skills and confidence;

      1.5.4. Enhance participant strengths;

      1.5.5. Promote positive outcomes; and

      1.5.6. Facilitate community-based prevention efforts.

   1.6. Youth Assistance Program

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

         1.6.1.1. On-site mental health counseling.

         1.6.1.2. Academic support.

         1.6.1.3. Substance use prevention education.

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

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

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

         1.6.2.2. Receives training and support from TYC's clinical team.
EXHIBIT B

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

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

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

1.7. Staff Development

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

   1.7.1.1. Boys & Girls Club of Greater Nashua = two (2);
   1.7.1.2. Nashua Police Athletic League = two (2);
   1.7.1.3. Girl's Inc. Nashua = two (2); and
   1.7.1.4. The Youth Council = seven (7).

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

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

   1.9.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and
   1.9.2. Ensure the Department is provided with access that includes, but is not limited to:

      1.9.2.1. Data.
      1.9.2.2. Financial records.
      1.9.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.
      1.9.2.4. Scheduled access to Grantee principals and staff.

1.10. Reporting

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

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

Boys & Girls Club of Greater Nashua, Inc.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.10.1.2. The time period covered by the report;
1.10.1.3. The date the report was prepared;
1.10.1.4. A detailed account of funding spent on approved uses;
1.10.1.5. The number of individuals served;
1.10.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
1.10.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
   3.3.3.1. Brochures.
   3.3.3.2. Resource directories.
   3.3.3.3. Protocols or guidelines.
   3.3.3.4. Posters.
   3.3.3.5. Reports.

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

4. Records

4.1. The Grantee must keep records that include, but are not limited to:
   4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.
   4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:
      
      Financial Manager  
      Department of Health and Human Services  
      105 Pleasant Street  
      Concord, NH 03301  

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.
7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

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

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

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

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

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

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

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

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

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to
which exception has been taken, or which have been disallowed because of such an exception.
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$108,349</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$35,376</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$15,720</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$1,400</td>
</tr>
<tr>
<td>Indirect cost rate cannot be</td>
<td></td>
</tr>
<tr>
<td>applied to equipment costs per</td>
<td></td>
</tr>
<tr>
<td>2 CFR 200.1 and Appendix IV to</td>
<td></td>
</tr>
<tr>
<td>2 CFR 200.</td>
<td></td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$5,000</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$0</td>
</tr>
<tr>
<td>7. Software</td>
<td>$480</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/</td>
<td>$0</td>
</tr>
<tr>
<td>Communications</td>
<td></td>
</tr>
<tr>
<td>8. (b) Other - Education and</td>
<td>$7,800</td>
</tr>
<tr>
<td>Training</td>
<td></td>
</tr>
<tr>
<td>8. (c) Other - Other (specify</td>
<td>$0</td>
</tr>
<tr>
<td>below)</td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td></td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$174,125</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$174,125</strong></td>
</tr>
</tbody>
</table>
### New Hampshire Department of Health and Human Services

**Grantee Name:** Boys & Girls Club of Greater Nashua  
**Budget Request for:** Opioid Abatement Programs  
**Budget Period:** 24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)  
**Indirect Cost Rate (if applicable):** 0.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$111,569</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$35,376</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$15,720</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</td>
<td></td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$5,000</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$0</td>
</tr>
<tr>
<td>7. Software</td>
<td>$460</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/ Communications</td>
<td>$0</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$11,050</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>Other (please specify) $0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td><strong>$179,225</strong></td>
</tr>
<tr>
<td><strong>Total Indirect Costs</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$179,225</strong></td>
</tr>
</tbody>
</table>
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.


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.


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

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

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


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.


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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a
request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application- Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

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

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from breach.
the breach, including but not limited to: credit monitoring services; mailing costs and
costs associated with website and telephone call center services necessary due to
the breach.

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

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

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

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

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above,
      implemented to protect Confidential Information that is furnished by DHHS
under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or
      PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being
      sent to and being received by email addresses of persons authorized to
      receive such information.
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

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

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

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

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

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 61588
Certificate Number: 0006198434

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

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

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

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

   2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and
      held on November 18, 2020, at which a quorum of the Directors/shareholders were present and voting.
      (Date)

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

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

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

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

   Dated: 4/6/2023

   ________________________________
   Signature of Elected Officer
   Name: Michael Gallagher
   Title: VP Board of Directors

Rev. 03/24/20
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER

FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

INSURED

The Boys & Girls Club of Greater Nashua Inc
One Positive Place
Nashua NH 03060

COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X CLAIMS-MADE</td>
<td>PHPK2433895</td>
<td>07/01/2022</td>
<td>07/01/2023</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X OCCUR</td>
<td></td>
<td></td>
<td></td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Each occurrence)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS- COMM/PAGG</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,000,000 each claim</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,000,000,000-Agg</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td>PHPK2433896</td>
<td>07/01/2022</td>
<td>07/01/2023</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY AUTO</td>
<td></td>
<td></td>
<td></td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td>OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident)</td>
</tr>
<tr>
<td></td>
<td>NON-OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per occurrence)</td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>X OCCUR</td>
<td>PHUB821817</td>
<td>07/01/2022</td>
<td>07/01/2023</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
<td></td>
<td>5,000,000</td>
</tr>
<tr>
<td>WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY</td>
<td></td>
<td>HCHS2023000594</td>
<td>01/01/2023</td>
<td>01/01/2024</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH)</td>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>D&amp;B Limit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EPLI Limit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Deductible</td>
</tr>
</tbody>
</table>

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

State of NH, Department of Health and Human Services, is included as additional insured with respect to CGL as required by executed written contract with named insured. See attached endorsement form.

CERTIFICATE HOLDER

State of NH, Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Signature]

©1988-2015 ACORD CORPORATION. All rights reserved.
GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows;

GENERAL PROVISIONS

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street</td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Cheshire</td>
<td>12 Court Street</td>
</tr>
<tr>
<td></td>
<td>Keene, NH 03431</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Grantee Phone #</th>
<th>1.6. Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 352-8215</td>
<td>05-095-092-920510-3950000-102-500731</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Months from G&amp;C Approval</td>
<td>$173,888</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Signature 2</td>
<td>Christopher C. Coates, County Administrator</td>
</tr>
<tr>
<td>Grantee Signature 3</td>
<td>Name &amp; Title of Grantee Signor 2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.14. Name &amp; Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox, Director</td>
</tr>
</tbody>
</table>

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

<table>
<thead>
<tr>
<th>By: (Signature of Assistant Attorney General)</th>
<th>On: 4/11/2023</th>
</tr>
</thead>
</table>

1.16. Approval by Governor and Council (if applicable)

<table>
<thead>
<tr>
<th>By:</th>
<th>On:</th>
</tr>
</thead>
</table>

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

Contractor Initials: 
Date: 4/6/2023
3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and the Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 (the "Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required hereunder, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached herein.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-e.

5.4. The payment by the State of the Grant Amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and the complete, final compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant Limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

6.1. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and rules of federal, state, county, or municipal authorities which shall impose any obligations or duties upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b,

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed records of any contracts, invoices, materials, payroll, records of personnel, and data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. GUARANTY.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any sub-contractor, sub-grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State heretofore. In the event of any dispute, hereunder, the interpretation of this Agreement by the Grant Officer, his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Except as otherwise specifically provided for herein, the Project, including all reports required hereunder, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, no obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continuance of payments, in any event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

EVENT OF DEFAULT: REMEDIES.

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): failure to perform the Project satisfactorily or on schedule; or failure to submit any report required hereunder, or failure to maintain, or permit access to, any record required hereunder; or failure to perform any of the other covenants and conditions of this Agreement.

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

Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination;

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and reducing the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

Set off against any other obligation the State may owe to the Grantee any damages or payments suffered by reason of such Event of Default; and

Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, no further payments shall be made, and the State shall have no further obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE. The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the Project, and

17.1.1 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $1,000,000 for property damage in any one incident; and

The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The headings and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

21. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

22. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS: The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials: [Signature]
Date: 4/6/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

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

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

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

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

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

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

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

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

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

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

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

   1.6.1. Direct support or assistance with accessing:
       1.6.1.1. Behavioral and mental health supports;
       1.6.1.2. Treatment services; and
       1.6.1.3. Recovery supports, including peer support.

   1.6.2. Referrals to and assistance with accessing services including, but not limited to:
       1.6.2.1. Housing.
       1.6.2.2. Food.
       1.6.2.3. Health care.
       1.6.2.4. Transportation.
       1.6.2.5. Education and vocational programs.
       1.6.2.6. Employment.
       1.6.2.7. Other community resources.

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

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

   1.8.1. Relapse Response.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.8.2. Skills Group.
1.8.3. Seeking Safety.
1.8.4. Moral Reconation Therapy.
1.8.5. Helping Men/Women Recover.
1.8.8. Yoga.

1.9. The Grantee must ensure recovery coaches:
1.9.1. Check in at least weekly with participants;
1.9.2. Attend court hearings and treatment team meetings;
1.9.3. Attend meetings with collaborating partners to be familiar with their services in order to make appropriate referrals;
1.9.4. Assist with building up a network of recovery coaches in the community; and
1.9.5. Maintain daily documentation that includes, but is not limited to:
   1.9.5.1. Date.
   1.9.5.2. Type of service provided.
   1.9.5.3. Offender type.
   1.9.5.4. Length of service provided.

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

1.11. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:
   1.11.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and
   1.11.2. Ensure the Department is provided with access that includes, but is not limited to:
      1.11.2.1. Data.
      1.11.2.2. Financial records.
      1.11.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.
      1.11.2.4. Scheduled access to Grantee principals and staff.
1.12. Reporting

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

1.12.1.1. The name, mailing address, and physical address of the Grantee;
1.12.1.2. The time period covered by the report;
1.12.1.3. The date the report was prepared;
1.12.1.4. A detailed account of funding spent on approved uses;
1.12.1.5. The number of individuals served;
1.12.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
1.12.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

- Brochures.
- Resource directories.
- Protocols or guidelines.
- Posters.
- Reports.

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

4. Records

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

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

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

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

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager  
   Department of Health and Human Services  
   105 Pleasant Street  
   Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

County of Cheshire  
RGA-2023-DBH-01-OPIOI-03  
Page 1 of 3  
Date 4/6/2023
7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Year’s and budget classification lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

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

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

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

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

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

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

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

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

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to County of Cheshire.
which exception has been taken, or which have been disallowed because of such an exception.
# New Hampshire Department of Health and Human Services

**Budget Request Form**

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

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

**Budget Request For:** Opioid Abatement Programs

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

**Indirect Cost Rate (if applicable):** 10.00%

---

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

---

Grantee initials: **CCC**

Date: 4/6/2023
New Hampshire Department of Health and Human Services

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

Budget Request for: Opioid Abatement Programs

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

Indirect Cost Rate (if applicable): 10.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$11,446</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$7,164</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>5(a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5(e) Supplies Office</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$910</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
</tr>
<tr>
<td>8(a) Other - Marketing/</td>
<td>$0</td>
</tr>
<tr>
<td>Communications</td>
<td></td>
</tr>
<tr>
<td>8(b) Other - Education and Training</td>
<td>$0</td>
</tr>
<tr>
<td>8(c) Other - Other (specify below)</td>
<td>$59,520</td>
</tr>
<tr>
<td>Other: Recovery support services</td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Direct Costs: $79,040

Total Indirect Costs: $7,904

TOTAL: $86,944

Grantee initials: 
Date: 4/6/2023
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

A. Definitions

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

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


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

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

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

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

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

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


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.


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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a
request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV, A.2.

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services  
Exhibit D  
DHHS Information Security Requirements

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

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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

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

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

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

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

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's 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/doityvendor/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 PPI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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 on-site 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
CERTIFICATE OF VOTE

I, Terry M. Clark, Cheshire County Commissioner Clerk, do hereby certify that I am a duly elected Officer of the County of Cheshire. I hereby certify the following is a true copy of a vote taken at a meeting of the Commissioners of the County of Cheshire duly called and held on April 5, 2023 at which a quorum of the Commissioners were present and voting.

VOTED: That Commissioner Chair John "Jack" G. Wozmak, J.D. or County Administrator Christopher C. Coates are hereby authorized on behalf of the County of Cheshire to enter into the Opioid Abatement Program agreement with New Hampshire Department of Health and Human Services and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate to effect the purpose of this vote.

VOTED: That County Administrator Christopher C. Coates is hereby authorized on behalf of the County of Cheshire to enter into any subcontracts or subrecipient agreements as necessary to carry out the goals, objectives, and activities of the agreement.

VOTED: That Grants Manager Suzanne Banslev is hereby appointed as the authorized certifying official and primary contact and liaison with regards to the above referenced agreement and is hereby authorized on behalf of the County of Cheshire to certify or sign vouchers or requisitions for payments or claims to the agreement.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of the date of the execution of this document. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority remains valid for thirty (30) days from the date of this certificate.

Commissioner Clerk, Terry M. Clark

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 5th day of April, 2023 by Terry M. Clark.

Rodney Bouchard, Justice of the Peace
Commission Expires: 4/8/2025
CERTIFICATE OF COVERAGE

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

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

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

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

<table>
<thead>
<tr>
<th>Participating Member:</th>
<th>Company Affording Coverage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheshire County</td>
<td>NH Public Risk Management Exchange - Primex</td>
</tr>
<tr>
<td>12 Court Street</td>
<td>Bow Brook Place</td>
</tr>
<tr>
<td>1st Floor - Room 171</td>
<td>46 Donovan Street</td>
</tr>
<tr>
<td>Keene, NH 03431</td>
<td>Concord, NH 03301-2624</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Effective Date (mm/dd/yyyy)</th>
<th>Expiration Date (mm/dd/yyyy)</th>
<th>Limits - NH Statutory Limits May Apply; If Not:</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability (Occurrence Form)</td>
<td>X 1/1/2023</td>
<td>1/1/2024</td>
<td>Each Occurrence: $5,000,000</td>
</tr>
<tr>
<td>Professional Liability (describe)</td>
<td></td>
<td></td>
<td>General Aggregate: $5,000,000</td>
</tr>
<tr>
<td>Claims Made</td>
<td>Med Exp (Any one fire)</td>
<td>Med Exp (Any one person)</td>
<td></td>
</tr>
<tr>
<td>Claims Occurrence</td>
<td>Fire Damage (Any one fire)</td>
<td>Aggregate</td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>Combined Single Limit (Each Accident)</td>
<td>Aggregate</td>
<td></td>
</tr>
<tr>
<td>Deductible Comp and Coll: $1,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any auto</td>
<td>X 1/1/2023</td>
<td>1/1/2024</td>
<td>Statutory: $2,000,000</td>
</tr>
<tr>
<td>Workers' Compensation &amp; Employers' Liability</td>
<td></td>
<td></td>
<td>Each Accident: $2,000,000</td>
</tr>
<tr>
<td></td>
<td>Disease - Each Employee: $2,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Disease - Policy Limit:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property (Special Risk Includes Fire and Theft)</td>
<td>Blanket Limit, Replacement Cost (unless otherwise stated)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description: Proof of Primex Member coverage only.

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

By: Mary Beth Purcell
Date: 1/3/2023

Please direct inquiries to:
Primex Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax
GRANT AGREEMENT

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

GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street</td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Merrimack</td>
<td>333 Daniel Webster Highway</td>
</tr>
<tr>
<td></td>
<td>Boscawen, NH 03303</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Grantee Phone #</th>
<th>1.6. Account Number</th>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 796-6800</td>
<td>05-095-092-920510-39500000-102-500731</td>
<td>24 Months from G&amp;C Approval</td>
<td>$209,365</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ross Cunningham</td>
<td>Ross Cunningham 2 County Administrator</td>
</tr>
<tr>
<td>4/6/2023</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee Signature 2</th>
<th>Name &amp; Title of Grantee Signor 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title of Grantee Signor 2</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee Signature 3</th>
<th>Name &amp; Title of Grantee Signor 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title of Grantee Signor 3</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.13. State Agency Signature(s)</th>
<th>1.14. Name &amp; Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox 4/10/2023</td>
<td>Katja S. Fox Director 4/10/2023</td>
</tr>
</tbody>
</table>

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)
By: Robyn Cunningham 4/11/2023

1.16. Approval by Governor and Council (if applicable)
By: On: 4/11/2023

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
4.2.

5.3.

5.2.

5.1.

8.2.

9.1.

7.2.

5.1. The Agreement and all obligations of the parties hereunder shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 (the "Effective Date").

5.2. Except as otherwise specifically provided herein, the Project, including all reports and documents required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5.3. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.3.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached herein.

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

5.3.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding any limitations in general provision or otherwise applicable to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or corporate, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

6.1. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall have any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee’s normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or corporate, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things described, developed, or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

No data shall be subject to copyright in the United States or any other country by anyone other than the State.

On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of these funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

EVENT OF DEFAULT: REMEDIES.

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

Failure to perform the Project satisfactorily or on schedule;
Failure to submit any report required hereunder;
Failure to maintain, or permit access to, the records required hereunder;
Failure to perform any of the other covenants and conditions of this Agreement.

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

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
Set off against any other obligation of the State any damages which the State suffers by reason of, this Agreement.

TREATMENT OF DEFICIENT MATERIALS.

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

CONFLICT OF INTEREST.

No officer, member of employee of the Grantee, or any representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
14. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.
17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident, and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.
Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

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

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

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

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

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

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

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

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

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

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

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

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

1.6. County Navigator

1.6.1. The Grantee must ensure the County Navigator:

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

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

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

1.6.1.3.1. Primary care.
1.6.1.3.2. Dental care.
1.6.1.3.3. Behavioral and mental health services.
1.6.1.3.4. OUD/SUD services.
1.6.1.3.5. Housing.
1.6.1.3.6. Education.
1.6.1.3.7. Employment.

1.7. Licensed Alcohol and Drug Counselor (LADC)

1.7.1. The Grantee must ensure the LADC:
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.7.1.1. Supports individuals on their recovery journey; and
1.7.1.2. Receives appropriate supervision, training and application fees in order to advance to a Master LADC.

1.8. Taxi Voucher Program

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

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

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

1.9.1. Homeless Outreach programs.
1.9.2. Soup Kitchens and Food Pantries.
1.9.3. Substance Use Disorder agencies.
1.9.4. Riverbend Community Mental Health.
1.9.5. Mental Health Court.
1.9.6. Town Welfare Offices.
1.9.7. County Departments.

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

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

1.11.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and
1.11.2. Ensure the Department is provided with access that includes, but is not limited to:

1.11.2.1. Data.
1.11.2.2. Financial records.
1.11.2.3. Scheduled access to Grantee work sites, locations, work spaces, and associated facilities.
1.11.2.4. Scheduled access to Grantee principals and staff.

1.12. Reporting

County of Merrimack
RGA-2023-DBH-01-OPIOI-04

Grantee Initials
Date 4/6/2023
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT B

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

1.12.1.1. The name, mailing address, and physical address of the Grantee;
1.12.1.2. The time period covered by the report;
1.12.1.3. The date the report was prepared;
1.12.1.4. A detailed account of funding spent on approved uses;
1.12.1.5. The number of individuals served;
1.12.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
1.12.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.
3.3.3.2. Resource directories.
3.3.3.3. Protocols or guidelines.
3.3.3.4. Posters.
3.3.3.5. Reports.

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

4. Records

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

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

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov, or mailed to:
       Financial Manager
       Department of Health and Human Services
       105 Pleasant Street
       Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

County of Merrimack
RGA-2023-DBH-01-OPIOI-04

G-C 1.1

Grantee Initials

Date 4/6/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

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

8. Audits

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

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

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

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

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

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

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

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

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to
which exception has been taken, or which have been disallowed because of such an exception.
New Hampshire Department of Health and Human Services  
Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: New Hampshire Department of Health and Human Services  
Merrimack County  
Budget Request for: Opioid Abatement Programs  
Budget Period: 12 Months from G&C Approval

Indirect Cost Rate (if applicable) 10.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$57,450</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$42,389</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$3,071</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$0</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/ Communications</td>
<td>$0</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$0</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$0</td>
</tr>
<tr>
<td>Other - Taxi Voucher Program</td>
<td>$0</td>
</tr>
<tr>
<td>Other - Utilities</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
</tbody>
</table>

9. Subrecipient Contracts  
Total Direct Costs $102,910  
Total Indirect Costs $0  
TOTAL $102,910

Page 1 of 1  
4/6/2023
<table>
<thead>
<tr>
<th>Grantee Name:</th>
<th>Merrimack County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Request for:</td>
<td>Opioid Abatement Programs</td>
</tr>
<tr>
<td>Budget Period</td>
<td>24 Months from G&amp;G Approval</td>
</tr>
<tr>
<td>Indirect Cost Rate (if applicable)</td>
<td>10.00%</td>
</tr>
</tbody>
</table>

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


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

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

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

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

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

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

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


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.


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
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

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

V5. Last update 10/09/18  
Exhibit D 
DHHS Information Security Requirements  
Page 5 of 9 
Contractor Initials [RC]  
Date 4/6/2023
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

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. § 55b), 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 confidentiality information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services
Exhibit D

DHHS Information Security Requirements

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
New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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
CERTIFICATE OF AUTHORITY for County of MERRIMACK

I, Tara Reardon, Chair of the Merrimack County Board of Commissioners, do hereby certify that:

1. The Board of Commissioners authorizes the County Administrator to execute any documents which may be necessary to enter into contracts between the New Hampshire Department of Health and Human Services and Merrimack County;
2. This authorization was in full force and effect on the date the contract was signed by the county representative, Ross L. Cunningham;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever and shall remain valid for thirty (30) days from the date of this Certificate of Authority. The following now occupies the office indicated above:

   Ross L. Cunningham

IN WITNESS WHEREOF, I have hereunto set my hand as the Commission Chair this 10th day of April, 2023.

Tara Reardon, Board Chair
Merrimack County Commissioners

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the day, month of , 2023, before me the undersigned officer, personally appeared Tara Reardon who acknowledged herself to be the Chair of the Merrimack County Board of Commissioners and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my official seal.

Commission Expiration Date: 5. 20, 2025
The New Hampshire Public Risk Management Exchange (Primex) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

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

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

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

<table>
<thead>
<tr>
<th>Participating Member:</th>
<th>Member Number:</th>
<th>Company Affording Coverage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merrimack County</td>
<td>604</td>
<td>NH Public Risk Management Exchange - Primex</td>
</tr>
<tr>
<td>333 Daniel Webster Highway</td>
<td></td>
<td>Bow Brook Place</td>
</tr>
<tr>
<td>Suite 2</td>
<td></td>
<td>46 Donovan Street</td>
</tr>
<tr>
<td>Boscawen, NH 03303</td>
<td></td>
<td>Concord, NH 03301-2624</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Limits - NH Statutory Limits May Apply, If Not:</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability (Occurrence Form)</td>
<td>1/1/2023</td>
<td>1/1/2024</td>
<td>Each Occurrence: $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>General Aggregate: $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fire Damage (Any one day):</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Med Exp (Any one person):</td>
</tr>
<tr>
<td>Professional Liability (describe)</td>
<td></td>
<td></td>
<td>Combined Single Limit (Each Accident)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Aggregate:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>X Statutory: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Each Accident:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Disease - Each Employee:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Disease - Policy Limit:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Blanket Limit, Replacement Cost (unless otherwise stated)</td>
</tr>
</tbody>
</table>

| Description: Proof of Primex Member coverage only. |

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER:</th>
<th>Additional Covered Party</th>
<th>Loss Payee</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of NH DHHS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>129 Pleasant St</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concord, NH 03301</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Primex - NH Public Risk Management Exchange

By:     Mary Beth Penwell
Date:   4/11/2023  mpenwell@nhprimex.org

Please direct inquiries to:
Primex Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax
GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions:

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Sullivan</td>
<td>14 Main Street Newport, NH 03773</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5. Grantee Phone #</th>
<th>1.6. Account Number</th>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 863-2560</td>
<td>05-095-092-920510-39500000-102-500731</td>
<td>12 Months from G&amp;C Approval</td>
<td>$453,847</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Derek Ferland</td>
<td>Sullivan County Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.13. State Agency Signature(s)</th>
<th>1.14. Name &amp; Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox</td>
<td>Katja S. Fox Director</td>
</tr>
</tbody>
</table>

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: Assistant Attorney General, On: 4/11/2023

1.16. Approval by Governor and Council (if applicable)

By: On:

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

Contractor Initials [DF]
Date 4/7/2023
3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.
4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.1), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
4.2. Except as otherwise specifically provided herein, the Project shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached herein.
5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
5.4. The payment by the State of the Grant Amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding any, unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.
6.1. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duties upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS AND ACCOUNTS.
7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
7.3. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

8. PERSONNEL.
8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subcontractor, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.
9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONFLICT OF INTEREST.
10.1. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
14. GRANTEE'S RELATION TO THE STATE.

In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS.

The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION.

The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantor or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

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

17.1.1 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH.

No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE.

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

20. AMENDMENT.

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES.

The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT.

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS.

The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

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

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

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

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

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

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

1.2. The Grantee must provide up to a 35-bed transitional housing facility, for approximately 50 residents per year, for individuals with substance use disorder (SUD).

1.3. The Grantee must ensure services are available in Sullivan County.

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

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

1.6. The Grantee must ensure renovations at Sullivan House, located at 19 Sullivan Street, Claremont NH, result in the following requirements:

   1.6.1. Dormitory style living spaces that include, but are not limited to:
   1.6.1.1. Space for two (2) to three (3) residents per room.
   1.6.1.2. Bunkable beds that accommodate 28-35 total residents.
   1.6.1.3. Shared bathroom and shower per floor.
   1.6.1.4. Separate floors for men and women.
   1.6.1.5. A fully functional elevator; and

   1.6.2. A studio apartment to allow an on-site house manager or recovery coach to facilitate after-hours support and contact with the Department of Corrections (DOC).

1.7. The Grantee must ensure housing is available for an average of six (6) to twelve months to persons in recovery who:

   1.7.1. Have graduated from Sullivan County’s Transitional Re-entry and Inmate Life Skills (TRAILS) program; and
   1.7.2. Are residents of Sullivan County and agree to abide by the rules established by the DOC.

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

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

County of Sullivan
RGA-2023-DBH-01-OPIOI-05
Page 1 of 4

Grantee Initials DF
Date 4/7/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

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

1.9.2. Ensure the Department is provided with access that includes but is not limited to:
   1.9.2.1. Data.
   1.9.2.2. Financial records.
   1.9.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.
   1.9.2.4. Scheduled access to Grantee principals and staff.

1.10. Reporting
   1.10.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:
      1.10.1.1. The name, mailing address, and physical address of the Grantee.
      1.10.1.2. The time period covered by the report.
      1.10.1.3. The date the report was prepared.
      1.10.1.4. A detailed account of funding spent on approved uses.
      1.10.1.5. The number of individuals served.
      1.10.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
      1.10.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

   1.10.2. The Grantee must submit a report on utilization of beds monthly.

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

2. Exhibits Incorporated
   2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.
3.3.3.2. Resource directories.
3.3.3.3. Protocols or guidelines.
3.3.3.4. Posters.
3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Grantee
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the Grantee with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Grantee will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Grantee hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

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

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

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

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

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

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

8. Audits

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

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

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

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

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

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

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

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

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
New Hampshire Department of Health and Human Services
Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: Sullivan County
Budget Request for: Opioid Abatement Programs
Budget Period: 12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)
Indirect Cost Rate (if applicable): 0.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$0</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$0</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$0</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/ Communications</td>
<td>$0</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$0</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (construction funding)</td>
<td>$353,847</td>
</tr>
<tr>
<td>Other (operational funding)</td>
<td>$100,000</td>
</tr>
<tr>
<td>Other (operating and capital reserves)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$453,847</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$453,847</td>
</tr>
</tbody>
</table>

4/7/2023
Page 1 of 1
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.


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), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

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

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

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

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

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


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.


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 therefrom 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 a 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2.

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

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

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

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

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
DHHS Information Security Requirements

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
CERTIFICATE OF AUTHORITY

1. Joe Osgood hereby certify that:
   (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)
   1. I am a duly elected Clerk/Secretary/Officer of Sullivan County NH
      (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and
   held on April 3rd, 2023, at which a quorum of the Directors/shareholders were present and voting.
   (Date)

   VOTED: That Derek R. Ferland, Sullivan County Manager (may list more than one person)
   (Name and Title of Contract Signatory)
   is duly authorized on behalf of Sullivan County NH to enter into contracts or agreements with the State
   (Name of Corporation/ LLC)
   of New Hampshire and any of its agencies or departments and further is authorized to execute any and all
   documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which
   may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 3-April, 2023

Signature of Elected Officer
Name: Joe Osgood
Title: Board of Commissioners Clerk
Sullivan County NH (government)
CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex\textsuperscript{3}) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex\textsuperscript{3} is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex\textsuperscript{3} is entitled to the categories of coverage set forth below. In addition, Primex\textsuperscript{3} may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex\textsuperscript{3}, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex\textsuperscript{3} Board of Trustees. The Additional Covered Party’s per occurrence limit shall be deemed included in the Member’s per occurrence limit, and therefore shall reduce the Member’s limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage’s C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability), and F (Educator’s Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below-named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex\textsuperscript{3}. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<table>
<thead>
<tr>
<th>Participating Member:</th>
<th>Member Number:</th>
<th>Company Affording Coverage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sullivan County</td>
<td>606</td>
<td>NH Public Risk Management Exchange - Primex\textsuperscript{3}</td>
</tr>
<tr>
<td>14 Main Street</td>
<td></td>
<td>Bow Brook Place</td>
</tr>
<tr>
<td>Newport, NH 03773</td>
<td></td>
<td>46 Donovan Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Concord, NH 03301-2624</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Limits - NH Statutory Limits May Apply, If Not:</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability (Occurrence Form)</td>
<td>7/1/2022</td>
<td>7/1/2023</td>
<td>Each Occurrence: $5,000,000, General Aggregate: $5,000,000, Fire Damage: Any one fire, Med Exp: Any one person</td>
</tr>
<tr>
<td>Professional Liability (describe)</td>
<td>Yes</td>
<td></td>
<td>Combined Single Limit: Each Accident, Aggregate</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>Yes</td>
<td></td>
<td>Combined Single Limit: Each Accident, Aggregate</td>
</tr>
<tr>
<td>Deductible Comp and Coll:</td>
<td>Yes</td>
<td></td>
<td>Combined Single Limit: Each Accident, Aggregate</td>
</tr>
<tr>
<td>Any auto</td>
<td>Yes</td>
<td></td>
<td>Combined Single Limit: Each Accident, Aggregate</td>
</tr>
<tr>
<td>Workers’ Compensation &amp; Employers’ Liability</td>
<td>7/1/2022</td>
<td>7/1/2023</td>
<td>X Statutory: $2,000,000, Each Accident: $2,000,000, Disease: Each Employee, Disease: Policy Limit</td>
</tr>
<tr>
<td>Property (Special Risk Includes Fire and Theft)</td>
<td>No</td>
<td></td>
<td>Blanket Limit, Replacement Cost (unless otherwise stated)</td>
</tr>
</tbody>
</table>

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: Mary Beth Purcell
By: Mary Beth Purcell
Date: 4/5/2023
Prime\textsuperscript{3} - NH Public Risk Management Exchange

Please direct inquiries to:
Prime\textsuperscript{3} Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax
Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-06)

**GRANT AGREEMENT**

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

### GENERAL PROVISIONS

1. **Identification and Definitions.**

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dismas Home of New Hampshire, Inc.</td>
<td>102 Fourth Street Manchester, NH 03102</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Grantee Phone #</th>
<th>1.6. Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 782-3004</td>
<td>96 months from G&amp;C Approval</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>96 months from G&amp;C Approval</td>
<td>$800,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheryl Andrews</td>
<td>Executive Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.13. State Agency Signature(s)</th>
<th>1.14. Name &amp; Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox</td>
<td>Director</td>
</tr>
</tbody>
</table>

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: [Signature] Assistant Attorney General, On: 4/11/2023

1.16. Approval by Governor and Council (if applicable)

By: [Signature] On: 

### 2. SCOPE OF WORK:

In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("The Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-e.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding any unforeseen circumstances, in no event shall the State be obligated to perform any act or make any payment, or otherwise act, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duties upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

No data shall be subject to copyright in the United States or any other country by anyone other than the State.

On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall become the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whenever such data shall first occur.

The State, and anyone it shall designate, shall have unrestricted access to publish, disseminate and otherwise use, in whole or in part, all data.

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriated funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

EVENT OF DEFAULT: REMEDIES.

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): Failure to perform the Project satisfactorily or on schedule; or Failure to submit any reports required hereunder; or Failure to maintain, or permit access to, the records required hereunder; or Failure to perform any of the other covenants and conditions of this Agreement.

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

Give the Grantee a written notice specifying the Event of Default and requiring it be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination.

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and Set off against any other obligations the State may owe to the Grantee any damages the State suffers by reason of any Event of Default, and Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, and including the date of termination. In the event of termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

In the event of termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.
14. Approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

15. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

16. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

17. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

18. INSURANCE. The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

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

18.2 General liability insurance against all claims of bodily injury, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

19. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

20. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

21. Notice. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

22. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

23. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

24. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

25. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

26. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.
Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:
4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:
8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:
11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:
12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:
15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

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

1.2. The Grantee must ensure services are located in Manchester and available to individuals statewide.

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

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

1.5. The Grantee must identify, purchase, and renovate, as necessary, a property with the following characteristics and updates:

   1.5.1. Prior to commencing comprehensive clinical support services, is licensed under RSA 151, in accordance with NH Administrative Rule He-P 826;

   1.5.2. A minimum of five (5) bedrooms;

   1.5.3. Can be converted to house up to 16 women;

   1.5.4. Can be converted to contain a commercial-grade kitchen; and

   1.5.5. Installation of a whole-house security system with cameras.

1.6. The Grantee must ensure the use of the identified property expands comprehensive clinical support services to previously incarcerated women diagnosed with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

1.7. The Grantee must ensure comprehensive clinical support services:

   1.7.1. Are evidence-based, gender-specific, and culturally effective; and

   1.7.2. Include, but are not limited to:

       1.7.2.1. ASAM 3.1. Low Intensity Residential Treatment.

       1.7.2.2. Transitional living services.

1.8. The Grantee must ensure the personnel provided at the identified property, upon being operational, includes, but is not limited to:

   1.8.1. One (1) Licensed Drug and Alcohol Counselor or Master Licensed Drug and Alcohol Counselor.

   1.8.2. One (1) Program Manager or Case Manager.
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs

EXHIBIT B

1.8.3. Three (3) to five (5) Program Assistants.

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

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

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

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

1.10.2.1. Data.

1.10.2.2. Financial records.

1.10.2.3. Scheduled access to Grantee work sites, locations, workspaces and associated facilities.

1.10.2.4. Scheduled access to Grantee principals and staff.

1.11. Reporting

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

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

1.11.1.2. The time period covered by the report;

1.11.1.3. The date the report was prepared;

1.11.1.4. A detailed account of funding spent on approved uses during the initial 24-month period of the Agreement;

1.11.1.5. The number of individuals served;

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

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

1.11.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

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

3. Additional Terms
   3.1. Impacts Resulting from Court Orders or Legislative Changes
       3.1.1. The Grantee agrees that, to the extent future state or federal
             legislation or court orders may have an impact on the Services
             described herein, the State has the right to modify Service priorities
             and expenditure requirements under this Agreement so as to achieve
             compliance therewith.

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

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

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

       3.3.3. The Department must retain copyright ownership for any and all
               original materials produced, including, but not limited to:
               3.3.3.1. Brochures.
               3.3.3.2. Resource directories.
               3.3.3.3. Protocols or guidelines.
               3.3.3.4. Posters.
               3.3.3.5. Reports.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Grantee must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the Grantee with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Grantee will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Grantee hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

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

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

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

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

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as
are disallowed or to recover such sums from the Grantee.
1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
   3.1. Expenditures must be incurred by the Grantee no later than twenty-four (24) months from the Effective Date of the Agreement.
   3.2. The Department may recoup payments made under this Agreement, in whole or in part, in the event the Grantee fails to comply with the provisions of this Agreement, in whole or in part, and does not remedy any such failure to the Department's satisfaction.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

Grantee Initials

4/10/2023

RGA-2023-DBH-01-OPIOI-06
Page 1 of 7
EXHIBIT C

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

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

8. Audits

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

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

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

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

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

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

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

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

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

9. Property Standards

9.1. Insurance coverage.

9.1.1. The Grantee shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved in whole or in part with State funds under this Agreement as the Grantee provides to real property and equipment the Grantee owns outside of this Agreement.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds under this Agreement (herein “real property”) will vest upon acquisition in the Grantee.

9.2.2. Except as otherwise provided by State statutes or by the Department, the Grantee must use the real property for the purpose originally authorized by the State as long as needed for that purpose, during which time the Grantee must:

9.2.2.1. Not dispose of or encumber its title or other interests without prior State approval.

9.2.2.2. Submit an annual report to the State as required in Exhibit B, Scope of Services, Subsection 1.11. Reporting, to confirm the real property continues to be used for the originally authorized purpose. When real property is no longer needed for the originally authorized purpose, the Grantee must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.2.2.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State’s percentage of participation in the cost of the original purchase (and costs of any improvements) to
the fair market value of the property; However, in those situations where the Grantee is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property;

9.2.2.2.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Grantee is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return; or

9.2.2.2.3. Transfer title to a third party designated/approved by the State. The Grantee is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

9.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds $5,000.

9.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Grantee subject to the following conditions. The Grantee must:
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

9.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

9.3.2.2. Not encumber the property without approval of the State.

9.3.2.3. Use and dispose of the property in accordance with Paragraph 9.3., Paragraph 9.3.1. and Paragraph 9.3.5.

9.3.3. Use.

9.3.3.1. Equipment must be used by the Grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Grantee must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Grantee must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

9.3.3.3. When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

9.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

9.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

9.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

9.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

9.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.

9.3.4.5. If the Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Grantee must request disposition instructions from the State. Disposition of the equipment will be made as follows:

9.3.5.1. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Grantee or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Grantee to deduct and retain from the State's share $500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.3.5.3. The Grantee may transfer title to the property to an eligible third party provided that, in such cases, the Grantee must be entitled to compensation for its
attributable percentage of the current fair market value of the property.

9.3.5.4. In cases where the Grantee fails to take appropriate disposition actions, the State may direct the Grantee to take disposition actions.

10. Property Relationship and Liens

10.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be maintained and preserved in good order by the Grantee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.
New Hampshire Department of Health and Human Services

Grantee Name: Dismas Home of New Hampshire

Budget Request for: Opioid Abatement Programs

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

Indirect Cost Rate (if applicable) 0.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td></td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td></td>
</tr>
<tr>
<td>3. Consultants</td>
<td></td>
</tr>
<tr>
<td>4. Equipment</td>
<td></td>
</tr>
<tr>
<td>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</td>
<td></td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td></td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td></td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td></td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td></td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td></td>
</tr>
<tr>
<td>6. Travel</td>
<td></td>
</tr>
<tr>
<td>7. Software</td>
<td></td>
</tr>
<tr>
<td>8. (a) Other - Marketing/ Communications</td>
<td></td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td></td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td></td>
</tr>
<tr>
<td>Purchase of New Property/Building</td>
<td>$500,000</td>
</tr>
<tr>
<td>Home renovations to meet code</td>
<td>$150,000</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td></td>
</tr>
</tbody>
</table>

Total Direct Costs $650,000

Total Indirect Costs $0

TOTAL $650,000
New Hampshire Department of Health and Human Services

Grantee Name: Dismas Home of New Hampshire

Budget Request for: Opioid Abatement Programs

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

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

Indirect Cost (if 0.00% applicable)

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td></td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td></td>
</tr>
<tr>
<td>3. Consultants</td>
<td></td>
</tr>
<tr>
<td>4. Equipment</td>
<td></td>
</tr>
<tr>
<td>5. (a) Supplies - Educational</td>
<td></td>
</tr>
<tr>
<td>5. (b) Supplies - Lab</td>
<td></td>
</tr>
<tr>
<td>5. (c) Supplies</td>
<td></td>
</tr>
<tr>
<td>5. (d) Supplies</td>
<td></td>
</tr>
<tr>
<td>5. (e) Supplies Office</td>
<td></td>
</tr>
<tr>
<td>6. Travel</td>
<td></td>
</tr>
<tr>
<td>7. Software</td>
<td></td>
</tr>
<tr>
<td>8. (a) Other</td>
<td></td>
</tr>
<tr>
<td>8. (b) Other</td>
<td></td>
</tr>
<tr>
<td>8. (c) Other</td>
<td></td>
</tr>
</tbody>
</table>

Home renovations to meet code $150,000

9. Subrecipient Contracts

Total Direct Costs $150,000

Total Indirect Costs

TOTAL $150,000

4/10/2023
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.


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

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

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

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

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

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

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


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.


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

V5. Last update 10/09/18

Exhibit D
DHHS Information Security Requirements
Page 3 of 9

Contractor Initials

Date 4/10/2023
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

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

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

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

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

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

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

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that DISMAS HOME OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 01, 2014. 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: 719017
Certificate Number: 0006194545

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, Julie McCarthy Brown, hereby certify that:

I am a duly elected Clerk/Secretary/Officer of Dismas Home of NH, Inc.

The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 4, 2023, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That: Cheryll Andrews, Executive Director

is duly authorized on behalf of Dismas Home of NH, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 4.6.2023

[Signature]

Signature of Elected Officer
Name: Julie McCarthy Brown
Title: Officer
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**

MBI Company Group LLC.
280 State Street
North Haven, CT 06473

**CONTACT** Theresa Brandon

**PHONE** (203) 288-3401
**FAX** (203) 281-0414
**EMAIL** theresa.brandon@mbi-ins.com

**INSURED**

Dismas Home of New Hampshire Inc.
102 Fourth Street
Manchester, NH 03102

**INSURERS**

A: Technology Insurance Company
42376

**COVERAGES**

**TYPE OF INSURANCE**

- COMMERCIAL GENERAL LIABILITY
- AUTOMOBILE LIABILITY
- UMBRELLA LIABILITY
- WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
- PROF. LIABILITY

**POLICY NUMBER**

- WPP191763501
- WPP19716500
- WUM182082103
- WWCM3586487
- WPP191763501

**POLICY EFFECTIVE DATES**

- 5/11/2022 to 5/11/2023

**LIMITS**

- EACH OCCURRENCE
- AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

**CERTIFICATE HOLDER**

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

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elliot Hospital of the City of Manchester</td>
<td>One Elliot Way Manchester, NH 03103</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Grantee Phone #</th>
<th>1.6. Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 663-3755</td>
<td>05-095-092-920510-39500000-102-500731</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Months from G&amp;C Approval</td>
<td>$200,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Greg Baxter</td>
<td>Dr. Greg Baxter MD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.13. State Agency Signature(s)</th>
<th>1.14. Name &amp; Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox</td>
<td>Katja S. Fox Director</td>
</tr>
</tbody>
</table>

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: John Guerino Assistant Attorney General, On: 4/11/2023

1.16. Approval by Governor and Council (if applicable)

By: On:

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
3. **AREA COVERED**: Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT**;

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.1b), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS**;

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-e.

5.4. The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limit set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS**;

6.1. The Grantee shall comply with all statutes, laws and regulations, in connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duties upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. **RECORDS and ACCOUNTS**;

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other evidence of acquisition or expenditure of all costs, including but not limited to, costs of labor, materials, supplies, equipment, services, and travel expenses.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State records pertaining to matters covered by this Agreement, including, but not limited to, personnel records, financial records, and materials and data used by the Grantee in performing the Project.

8. **PERSONNEL**;

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, or otherwise permit any subcontractor, subcontractor, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS**;

9.1. Except as otherwise provided in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphics representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, as is written or in any other form whatever.

Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatever.

No data shall be subject to copyright in the United States or any other country by anyone other than the State. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT**;

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES**;

11.1. In the event of any default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule;

11.1.2 Failure to maintain, or permit access to, the records required hereunder;

11.1.3 Failure to maintain, or permit access to, any data required hereunder;

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has satisfactorily performed all obligations hereunder, and has Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION**;

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST**;

None of the officers, members, or employees of the Grantee, or any other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

The Grantee shall not hire, or otherwise permit any subcontractor, subcontractor, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall enable the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses, claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. **INSURANCE.** The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

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

17.1.1 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. **The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.**

**WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

**AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

**CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

**THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials [Signature]
Date 4/7/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

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

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

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

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

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

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

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

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

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

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

Elliot Hospital of the City of Manchester
RGA-2023-DBH-01-OPIOI-07

Page 1 of 1

Date: 4/7/2023

Grantee Initialed
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

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

1.2. The Grantee must ensure services are available Statewide.

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

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

1.5. The Grantee must provide financial reimbursement up to $2,000 annually for current and prospective employees of the Substance Use Disorder Department, who are interested in advancing their careers through higher education in the Behavioral Health field, and who meet the following requirements:

1.5.1. Have a demonstrated need for financial aid; and

1.5.2. Have signed an agreement to remain employed by the Grantee for 24 months after receiving aid.

1.6. The Grantee must ensure employees are reimbursed as follows:

1.6.1. No later than two (2) weeks after training completion documentation is received and approved by the Grantee; and

1.6.2. Newly hired employees are reimbursed for a portion of their educational loans within nine (9) months of hire, as approved by the Grantee.

1.7. The Grantee must develop policies and procedures for administration of the financial support.

1.8. The Grantee must create outreach materials for prospective employees in order to create awareness of the financial support program.

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

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

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

1.10.2. Ensure the Department is provided with access that includes but is

Elliot Hospital of the City of Manchester
RGA-2023-DBH-01-OPIOI-07
Page 1 of 4
Date 4/7/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

not limited to:

1.10.2.1. Data.
1.10.2.2. Financial records.
1.10.2.3. Scheduled access to Grantee work sites, locations, workspaces and associated facilities.
1.10.2.4. Scheduled access to Grantee principals and staff.

1.11. Reporting

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

1.11.1.1. The name, mailing address, and physical address of the Grantee.
1.11.1.2. The time period covered by the report.
1.11.1.3. The date the report was prepared.
1.11.1.4. A detailed account of funding spent on approved uses.
1.11.1.5. The number of individuals served.
1.11.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
1.11.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve
3.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

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

3.3. **Credits and Copyright Ownership**

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

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

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

   3.3.3.1. Brochures.
   3.3.3.2. Resource directories.
   3.3.3.3. Protocols or guidelines.
   3.3.3.4. Posters.
   3.3.3.5. Reports.

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

4. **Records**

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

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

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:

   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

   4.3. Identifies and requests payment for allowable costs incurred in the previous month.

   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

           Financial Manager
           Department of Health and Human Services
           105 Pleasant Street
           Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.
New Hampshire Department of Health and Human Services - Opioid Abatement Programs

EXHIBIT C

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

8. Audits

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

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

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

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

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

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

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

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

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to
which exception has been taken, or which have been disallowed because of such an exception.
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$10,607</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$1,843</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>5. (a) Supplies</td>
<td>$0</td>
</tr>
<tr>
<td>5. (b) Supplies</td>
<td>$0</td>
</tr>
<tr>
<td>5. (c) Supplies</td>
<td>$0</td>
</tr>
<tr>
<td>5. (d) Supplies</td>
<td>$0</td>
</tr>
<tr>
<td>5. (e) Supplies Office</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$2,500</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
</tr>
<tr>
<td>8. (a) Other</td>
<td>$0</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$80,050</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$100,000</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$100,000</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services

Grantee Name: Elliot Hospital of the City of Manchester

Budget Request for: Opioid Abatement Programs

Budget Period: 24 Months from G & C Approval (Portion of SFY 24 and Portion of SFY 25)

Indirect Cost Rate (if applicable): 0.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$10,608</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$1,842</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>5(a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5(e) Supplies - Office</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$2,500</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
</tr>
<tr>
<td>8. (a) Other</td>
<td>$0</td>
</tr>
<tr>
<td>8. (b) Other</td>
<td>$0</td>
</tr>
<tr>
<td>8. (c) Other</td>
<td>$80,050</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Direct Costs: $100,000

Total Indirect Costs: $0

TOTAL: $100,000
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.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

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

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

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

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

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


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.


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
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

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

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

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

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
e. limit disclosure of the Confidential Information to the extent permitted by law.

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

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

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

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 68025
Certificate Number: 0006201635

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

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, Paul W. Hoff, hereby certify that:

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

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

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

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

Dated: April 7, 2023

Signature of Elected Officer
Name: Paul W. Hoff, PhD
Title: Secretary
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

INSURED
Elliot Hospital of the City of Manchester
4 Elliot Way, Ste 303
Manchester, NH 03103

INSURER(S) AFFORDING COVERAGE
INSURER A: Elliot Health System
C2753
INSURER B: Safety National Casualty Corporation
15105

COVERAGES

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.

A: COMMERCIAL GENERAL LIABILITY
CLAIMS-MADE X OCCUR
POLICY NUMBER: W20674621

B: WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER/AGGLOMERATED (Mandatory in NH)
Y/N N/A

A: PHYSICIAN PROFESSIONAL CLAIMS MADE

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

CERTIFICATE HOLDER 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

© 1988-2016 ACORD CORPORATION. All rights reserved.
Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-08)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street</td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater Seacoast Community Health</td>
<td>311 Route 108</td>
</tr>
<tr>
<td></td>
<td>Somersworth, NH 03878</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Grantee Phone #</th>
<th>1.6. Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 516-2550</td>
<td>05-095-092-920510-39500000-102-500731</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Months from G&amp;C Approval</td>
<td>$575,737</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with
any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janet Laatsch</td>
<td>Janet Laatsch CEO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.13. State Agency Signature(s)</th>
<th>1.14. Name &amp; Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox</td>
<td>Katja S. Fox Director</td>
</tr>
</tbody>
</table>

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: [Signature]

By: [Signature]

1.16. Approval by Governor and Council (if applicable)

By: [Signature]

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting
through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in
block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly
described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to
as "the Project").
3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire and, unless otherwise provided herein, the State shall pay the Grantee the Grant Amount.

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as the "Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount.

5.4. The payment by the State of the Grant Amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duties upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. **RECORDS AND ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and at such time as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all accounts, invoices, materials, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State or Federal employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event that the Grantee shall default or be otherwise in default in the performance of the Project, the Grantee shall be relieved of all duties and responsibilities hereunder, and the Grant Officer shall perform all duties and responsibilities hereunder.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formula, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

No data shall be subject to copyright in the United States or any other country by anyone other than the State.

On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, distribute, and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of these funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): failure to perform the Project satisfactorily or on schedule; or failure to submit any report required hereunder; or failure to maintain, or permit access to, the records required hereunder; or failure to perform any of the other covenants and conditions of this Agreement.

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

- Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the notice.

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall not be paid to the Grantee; and set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

- Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report hereinafter referred to as the "Termination Report" describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

13. **CONFLICT OF INTEREST.**

No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review of
approval of the undertaking or carrying out of such Project, shall participate in any
decision relating to this Agreement which affects his or her personal interest
or the interest of any corporation, partnership, or association in which he or she
is directly or indirectly interested, nor shall he or she have any personal or
pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE’S RELATION TO THE STATE. In the performance of this
Agreement the Grantee, its employees, and any subcontractor or subgrantee of
the Grantee are in all respects independent contractors, and are neither agents
nor employees of the State. Neither the Grantee nor any of its officers,
employees, agents, members, subcontractors or subgrantees, shall have authority
to bind the State nor are they entitled to any of the benefits, workmen’s
compensation or encomiums provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or
otherwise transfer any interest in this Agreement without the prior written
consent of the State. None of the Project Work shall be subcontracted or
subgranted by the Grantee other than as set forth in Exhibit B without the prior
written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold
harmless the State, its officers and employees, from and against any and all
losses suffered by the State, its officers and employees, and any and all claims,
liabilities or penalties asserted against the State, its officers and employees, by
or on behalf of any person, on account of, based on, resulting from, arising out
of (or which may be claimed to arise out of) the acts or omissions of the Grantee
or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding
the foregoing, nothing herein contained shall be deemed to constitute a waiver
of the sovereign immunity of the State, which immunity is hereby reserved to
the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.
17.1 Statutory workers’ compensation and employees liability insurance for all
employees engaged in the performance of the Project, and
17.1.1 General liability insurance against all claims of bodily injuries, death or property
damage, in amounts not less than $1,000,000 per occurrence and $2,000,000
aggregate for bodily injury or death any one incident, and $500,000 for property
damage in any one incident; and
17.1.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard
form employed in the State of New Hampshire, issued by underwriters acceptable
to the State, and authorized to do business in the State of New Hampshire. Grantee
shall furnish to the State, certificates of insurance for all renewal(s) of insurance
required under this Agreement no later than ten (10) days prior to the expiration
date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions
hereof or after any Event of Default shall be deemed a waiver of its rights with regard
to that Event, or any subsequent Event. No express waiver of any Event of Default
shall be deemed a waiver of any provisions hereof. No such failure of waiver
shall be deemed a waiver of the right of the State to enforce each and all of
the provisions hereof upon any further or other default on the part of the Grantee.

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

20. AMENDMENT. This Agreement may be amended, waived or discharged only
by an instrument in writing signed by the parties hereto and only after approval of
such amendment, waiver or discharge by the Governor and Council of the State
of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall
be construed in accordance with the law of the State of New Hampshire, and is
binding upon and inures to the benefit of the parties and their respective successors
and assigns. The captions and contents of the “subject” blank are used only as
a matter of convenience, and are not to be considered a part of this Agreement or
to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties
and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number
of counterparts, each of which shall be deemed an original, constitutes the entire
agreement and understanding between the parties, and supersedes all prior
agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in
Exhibit A hereto are incorporated as part of this agreement.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

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

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

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

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

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

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

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

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

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

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

Greater Seacoast Community Health
RGA-2023-DBH-01-OPIOI-08
G-A 1.1

Grantee Initials [N]

Date 4/6/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

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

1.2. The Grantee must ensure services are available in Belknap, Carroll, Coos, Grafton, Hillsborough, Merrimack, Rockingham, and Strafford counties in New Hampshire.

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

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

1.5. The Grantee must implement a Peer Strength Expansion (PSE) program to increase access to peer recovery support services for individuals, 18 years and older, who are experiencing substance use disorder (SUD) and/or opioid use disorder (OUD), and who are involved in the NH criminal justice system.

1.6. The Grantee must ensure the personnel provided include:

1.6.1. Three (3) full-time equivalent (FTE) Criminal Justice Peer Specialists; and

1.6.2. One (1) FTE Criminal Justice Recovery Supervisor, to:

1.6.2.1. Enhance existing capacity for current treatment court and correctional site partnerships; and

1.6.2.2. Target expansion of services to new treatment court, corrections and probation/parole office locations in priority regions that have unmet resource needs, including Strafford, Rockingham, Coos, Cheshire, and Carroll counties.

1.7. The Grantee must ensure PSE services:

1.7.1. Are offered in-person and through telehealth.

1.7.2. Screen and assess individuals for the presence of SUD and/or OUD.

1.7.3. Provide evidence-based and population-appropriate recovery approaches to meet the unique needs of diverse populations.

1.7.4. Provide recovery support services, including, but not limited to:

1.7.4.1. Development of wellness plans.

1.7.4.2. Vocational and educational services.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.7.4.3. Employment supports services.
1.7.4.4. Housing supports and services.
1.7.4.5. Transportation services, direct or by referral.
1.7.4.6. Other services as needed to address Social Determinants of Health.

1.8. The Grantee must:
1.8.1. Develop and implement strategies that are inclusive and used to recruit and engage diverse individuals.
1.8.2. Collaborate with community partners, serving diverse populations, in order to ensure the provision of comprehensive recovery support services.

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

1.10. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:
1.10.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and
1.10.2. Ensure the Department is provided with access that includes but is not limited to:
1.10.2.1. Data.
1.10.2.2. Financial records.
1.10.2.3. Scheduled access to Grantee work sites, locations, workspaces and associated facilities.
1.10.2.4. Scheduled access to Grantee principals and staff.

1.11. Reporting
1.11.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:
1.11.1.1. The name, mailing address, and physical address of the Grantee;
1.11.1.2. The time period covered by the report;
1.11.1.3. The date the report was prepared;
1.11.1.4. A detailed account of funding spent on approved uses:
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.11.1.5. The number of individuals served;

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

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

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.
3.3.3.2. Resource directories.
3.3.3.3. Protocols or guidelines.
3.3.3.4. Posters.
3.3.3.5. Reports.

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

4. Records

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

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

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

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

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

EXHIBIT C  

Payment Terms  

1. This Agreement is funded by:  
   1.1. 100% Other funds (Opioid Abatement Trust Fund).  

2. For the purposes of this Agreement the Department has identified:  
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.  

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.  

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:  
   4.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.  
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.  
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.  
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.  
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.  
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:  
      Financial Manager  
      Department of Health and Human Services  
      105 Pleasant Street  
      Concord, NH 03301  

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.  

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT C

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

8. Audits

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

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

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

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

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

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

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

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

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract.
which exception has been taken, or which have been disallowed because of such an exception.
New Hampshire Department of Health and Human Services  
Grantee Name: Greater Seacoast Community Health (SOS Recovery Community organization)  
Budget Request for: Opioid Abatement Programs  
Budget Period: 12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)  
Indirect Cost Rate (if applicable) 10.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$163,921</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$34,423</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$3,000</td>
</tr>
<tr>
<td>5(a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5(e) Supplies Office</td>
<td>$4,000</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$12,000</td>
</tr>
<tr>
<td>7. Software</td>
<td>$2,400</td>
</tr>
<tr>
<td>8(a) Other - Marketing/Communications</td>
<td>$1,000</td>
</tr>
<tr>
<td>8(b) Other - Education and Training</td>
<td>$4,000</td>
</tr>
<tr>
<td>9. Occupancy</td>
<td>$6,000</td>
</tr>
<tr>
<td>10. Telephone Expenses</td>
<td>$5,040</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Subrecipient Contracts</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Direct Costs: $235,784

Total Indirect Costs: $23,578

TOTAL: $259,362
New Hampshire Department of Health and Human Services

Grantee Name: Greater Seacoast Community Health (SOS Recovery Community organization)

Budget Request for: Opioid Abatement Programs

Budget Period: 24 Months from GEC Approval (Portion of SFY24 and Portion of SFY25)

Indirect Cost Rate (if applicable): 10.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$208,408</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$43,766</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$1,000</td>
</tr>
<tr>
<td>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</td>
<td></td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$4,000</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$12,000</td>
</tr>
<tr>
<td>7. Software</td>
<td>$2,400</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/Communications</td>
<td>$1,000</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$4,000</td>
</tr>
<tr>
<td>9. Occupancy</td>
<td>$6,000</td>
</tr>
<tr>
<td>10. Telephone Expenses</td>
<td>$5,040</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$287,613</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$28,761</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$316,375</td>
</tr>
</tbody>
</table>
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 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.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation. Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

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

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

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

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

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


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.


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
New Hampshire Department of Health and Human Services  
Exhibit D  
DHHS Information Security Requirements

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

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices: End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

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

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
DHHS Information Security Requirements

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

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

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

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

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. 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: 65587
Certificate Number: 0006199590

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 7th day of April A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, Jennifer Glidden, Chair, of Greater Seacoast Community Health hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Greater Seacoast Community Health.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 23, 2023 at which a quorum of the Directors/shareholders were present and voting.

   VOTED: the Janet Laatsch

   Is duly authorized on behalf of Greater Seacoast Community Health 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 amendments, revisions, or modifications thereto, which may in his/her judgement be desirable or necessary to effect the purpose of this vote.

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

Dated:
3/22/2023

Jennifer Glidden
Chair
### Certificate of Liability Insurance

**GOODCOM-01**

**Date Imm/OD/YYYY**: 3/22/2023

**Certificate Information**

**Insured**: Goodwin Community Health, Families First

**Sending Insurer**: Selective Insurance Co of South Carolina

**Producer**: Clark Insurance

**Producer License #:** AGR8150

**Producer Contact Information**

- **Name**: info@clarkinsurance.com
- **Phone**: (603) 622-2855
- **Fax**: (603) 622-2854
- **Address**: One Sundial Ave Suite 302N, Manchester, NH 03103

**Contact Information**

- **Name**:
- **Phone**:
- **Fax**:
- **Address**:
- **Email**: info@clarkinsurance.com

### Coverages

<table>
<thead>
<tr>
<th>Description</th>
<th>Certificate Number</th>
<th>Policy Number</th>
<th>Policy Eff/Exp</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Commercial General Liability</td>
<td>S 2439491</td>
<td>12/1/2022</td>
<td>12/1/2023</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>- Each Occurrence</td>
<td>Damage to Premises</td>
<td>$500,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Each Occurrence</td>
<td>Medical Expense</td>
<td>$10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Each Occurrence</td>
<td>Personal &amp; Adv Injury</td>
<td>Included</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- General Aggregate</td>
<td>$2,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Products - Compo Aggr</td>
<td>$2,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Umbrella Liability</td>
<td>S 2439491</td>
<td>12/1/2022</td>
<td>12/1/2023</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>- Each Occurrence</td>
<td>Combined Single Limit</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Bodily Injury (Per Person)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Property Damage (Per Occurrence)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Medical Professional</td>
<td>L3V-A671986-08</td>
<td>1/1/2023</td>
<td>1/1/2024</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>- Each Incident</td>
<td>E &amp; L Each Accident</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Each Incident</td>
<td>E &amp; L Disease - EA Employee</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Each Incident</td>
<td>E &amp; L Disease - EA Employee</td>
<td>$1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Aggregate</td>
<td></td>
<td>3,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Professional Liability excludes coverage for claims that are covered under the FTCA.

**Certificate Holder & Cancellation**

**Certificate Holder**: State of NH

**Department of Health and Human Services**

**Address**: 129 Pleasant Street, Concord, NH 03301

**Authorized Representative**: [Signature]

**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.
Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-09)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hope on Haven Hill, Inc.</td>
<td>158 Route 108, Suite D Somersworth, NH 03878</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Grantee Phone #</th>
<th>1.6. Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 841-5353</td>
<td>05-095-092-920510-39500000-102-500731</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Months from G&amp;C Approval</td>
<td>$269,645</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kerry Norton</td>
<td>Executive Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.13. Grantee Signature 2</th>
<th>1.14. Name &amp; Title of Grantee Signor 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title of Grantee Signor 2</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.15. Grantee Signature 3</th>
<th>1.16. Name &amp; Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name &amp; Title of Grantee Signor 3</td>
<td>Katja S. Fox Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.17. State Agency Signature(s)</th>
<th>1.18. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox</td>
<td>By:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.19. Approval by Governor and Council (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
</tbody>
</table>

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

Page 1 of 3
3. AREA COVERED: Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.14), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-e.

5.4. The payment by the State of the Grant amount shall be the only, and the complete compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State may demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and shall not permit any subcontractor, subgrantee, or any other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.2. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.3. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT.

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds.

In the event of a reduction or termination of funded amounts, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): Failure to perform the Project satisfactorily or on schedule; or Failure to submit any report required hereunder; or Failure to maintain, or permit access to, the records required hereunder; or Failure to perform any of the other covenants and conditions of this Agreement.

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

Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount, which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, no later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project work performed, and the Grant Amount earned, to and including the date of termination.

In the event of termination under paragraphs 10 or 12 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of termination under paragraphs 10 or 12 of these general provisions, the approval of such a Termination Report by the State shall be the exclusive remedy of the Grantee for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

CONFLICT OF INTEREST: No officer, member of the Grant Officer, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

INSURANCE. The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following

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

General liability insurance against all claims of bodily injury, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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 between the parties.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials

Date 4/6/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

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

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

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

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

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

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

1.2. The Grantee must ensure services are available statewide.

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

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

1.5. The Grantee must ensure renovations to the duplex property include at a minimum:

- 1.5.1. Updating the electrical system;
- 1.5.2. Replacing the two oil furnaces with a natural gas heating system;
- 1.5.3. Repairing interior stairs, floors, and walls;
- 1.5.4. Repairing appliances;
- 1.5.5. Preparing spaces with safety and first aid items; and
- 1.5.6. Painting.

1.6. The Grantee must develop policies and procedures for the duplex using best practices for recovery housing units.

1.7. The Grantee must ensure the personnel provided include:

- 1.7.1. A program coordinator;
- 1.7.2. An operations director;
- 1.7.3. An administrative assistant;
- 1.7.4. A facilities manager;
- 1.7.5. A recovery house manager; and
- 1.7.6. A case manager and/or counselor.

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

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

- 1.9.1. Ensure the Department has access sufficient for monitoring
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Agreement compliance requirements; and

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

1.9.2.1. Data.
1.9.2.2. Financial records.
1.9.2.3. Scheduled access to Grantee work sites, locations, workspaces and associated facilities.
1.9.2.4. Scheduled access to Grantee principals and staff.

1.10. Reporting

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

1.10.1.1. The name, mailing address, and physical address of the Grantee;
1.10.1.2. The time period covered by the report;
1.10.1.3. The date the report was prepared;
1.10.1.4. A detailed account of funding spent on approved uses;
1.10.1.5. The number of individuals served;
1.10.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
1.10.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

Hope on Haven Hill, Inc.

G-B - 1.0

Grantee Initials 4/6/2023

RGA-2023-DBH-01-OPIOI-09

Page 2 of 4
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT B

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

3.3.3.1. Brochures.
3.3.3.2. Resource directories.
3.3.3.3. Protocols or guidelines.
3.3.3.4. Posters.
3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Grantee must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or
duty upon the Grantee with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Grantee will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Grantee hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

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

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

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

      Financial Manager
      Department of Health and Human Services
      105 Pleasant Street
      Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT C

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

8. Audits

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

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

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

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

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

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

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

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

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract.
which exception has been taken, or which have been disallowed because of such an exception.
New Hampshire Department of Health and Human Services

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

Grantee Name: Hope on Haven Hill

Budget Request for: Opioid Abatement Programs

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

Indirect Cost Rate (if applicable) 0.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$54,646</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$15,300</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$5,500</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$20,000</td>
</tr>
<tr>
<td>5(a) Supplies - Educational</td>
<td>$500</td>
</tr>
<tr>
<td>5(b) Supplies - Lab</td>
<td>$2,000</td>
</tr>
<tr>
<td>5(c) Supplies - Pharmacy</td>
<td>$500</td>
</tr>
<tr>
<td>5(d) Supplies - Medical</td>
<td>$3,000</td>
</tr>
<tr>
<td>5(e) Supplies Office</td>
<td>$500</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$200</td>
</tr>
<tr>
<td>7. Software</td>
<td>$1,500</td>
</tr>
<tr>
<td>8(a) Other - Marketing/</td>
<td>$5,000</td>
</tr>
<tr>
<td>Communications</td>
<td></td>
</tr>
<tr>
<td>8(b) Other - Education and Training</td>
<td>$2,000</td>
</tr>
<tr>
<td>8(c) Other - Other (specify below)</td>
<td></td>
</tr>
<tr>
<td>Other - Wraparound Costs</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other - Childcare</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other - Electrical Work and Repairs</td>
<td>$40,000</td>
</tr>
<tr>
<td>Other - Occupancy</td>
<td>$5,000</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$165,646</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$165,646</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services
Complete one budget form for each State Fiscal Year/Budget Period.
Grantee Name: Hope on Haven Hill
Budget Request for: Opioid Abatement Programs
Budget Period: 24 Months from G&O Approval (Portion of SFY24 and Portion of SFY25)
Indirect Cost Rate (if applicable): 0.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$52,208</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$14,641</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$2,500</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$2,500</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$800</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$2,500</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$600</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$300</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$750</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$200</td>
</tr>
<tr>
<td>7. Software</td>
<td>$1,500</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/</td>
<td>$5,000</td>
</tr>
<tr>
<td>Communications</td>
<td></td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$2,000</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other - Wraparound Costs</td>
<td></td>
</tr>
<tr>
<td>Other - Childcare</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other - Electrical Work and Repairs</td>
<td>$4,000</td>
</tr>
<tr>
<td>Other - Occupancy</td>
<td>$5,000</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$103,999</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$103,999</td>
</tr>
</tbody>
</table>
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.


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.


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

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

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

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

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


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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from.
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

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

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials

Date 4/6/2023
e. limit disclosure of the Confidential Information to the extent permitted by law.

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

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

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

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

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

V. LOSS REPORTING

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

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

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

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 735370
Certificate Number: 0006196941

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

1. Michael J. Murphy, Treasurer of Hope On Haven Hill Inc., hereby certify that:
   (Name of elected Officer of the Corporation/LLC; cannot be contract signatory)

   1. I am a duly elected Clerk/Secretary/Officer of __Hope On Haven Hill Inc________________ (Corporation/LLC Name)

   2. The following is a true copy of a vote taken at a meeting of Board of Directors/shareholders, duly called and held on __March 8, 2023__ at which a quorum of Directors/shareholders were present and voting. (Date)

   VOTED: That __Kerry Norton Executive Director__________________ (may list more than one person) (Name and Title of Contract Signatory) is duly authorized on behalf of __Hope On Haven Hill Inc____ to enter into contracts or agreements with the State 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, in his/her judgment be desirable or necessary to affect the purpose of this vote.

   3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: __April 5, 2023__

Signature of Elected Officer

Name: __Michael Murphy__
Title: __Treasurer__
**CERTIFICATE OF LIABILITY INSURANCE**

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

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

**PRODUCER**

E & S Insurance Services LLC  
21 Meadowbrook Lane  
P O Box 7425  
Gilford, NH 03247-7425

**CONTACT NAME:** Fairy Kenneally  
PHONE (MM/DD/YYYY)  
(03) 293-2791  
FAX (MM/DD/YYYY)  
(03) 293-7188  
E-MAIL: fairley@esinsurance.net

**INSURED**

Hope on Haven Hill, Inc.  
P O Box 1272  
Rochester, NH 03867

**INSURER A:** Weissco Insurance Co  
25011  
Hope on Haven Hill, Inc.  
P O Box 1272  
Rochester, NH 03867

**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**

**COVERAGES**  
**CERTIFICATE NUMBER:** 22-23  
**REVISION NUMBER:**

**COVERAGE TYPES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COMMERCIAL GENERAL LIABILITY</strong></td>
<td></td>
</tr>
<tr>
<td>CLAIMS-MADE (EACH OCCURRENCE)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>DAMAGE TO RENTED PREMISES (EA OCCURRENCE)</td>
<td>$100,000</td>
</tr>
<tr>
<td>MED EXP (ANY PERSON)</td>
<td>$5,000</td>
</tr>
<tr>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>GENERAL AGGREGATE</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>PRODUCTS COMPRO ASS</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>ABUSE &amp; MOLESTATION</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>COMPLOYED LIMIT (EA ACCIDENT)</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>BODILY INJURY (PER PERSON)</td>
<td></td>
</tr>
<tr>
<td>BODILY INJURY (PER ACCIDENT)</td>
<td></td>
</tr>
<tr>
<td>PROPERTY DAMAGE (PER ACCIDENT)</td>
<td></td>
</tr>
<tr>
<td>UNINSURED MOTORIST</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>EACH OCCURRENCE</td>
<td></td>
</tr>
<tr>
<td>AGGREGATE</td>
<td></td>
</tr>
<tr>
<td><strong>Umbrella Liability</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Any Auto</strong></td>
<td></td>
</tr>
<tr>
<td><strong>E.L. EACH ACCIDENT</strong></td>
<td></td>
</tr>
<tr>
<td><strong>E.L. DIS JOC - EA EMPLOYEE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>E.L. DIS JOC - POLICY LIMIT</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Workers Compensation and Employers' Liability</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Any Proprietor/Partner/Executive Officer/Member Excluded?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Any Proprietor/Partner/Executive Officer/Member Excluded?</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Description of Operations Below</strong></td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES**

**STATE OF NH DEPARTMENT OF HEALTH AND HUMAN SERVICES**

129 Pleasant Street  
Concord, NH 03301

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Fairy Kenneally

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)  
The ACORD name and logo are registered marks of ACORD
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

**INSURED**
Hope on Haven Hill, Inc.
PO Box 1272
Rochester, NH 03866

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE: $1,000,000</td>
</tr>
<tr>
<td>INSURER B</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>DISEASE - EACH EMPLOYEE: $1,000,000</td>
</tr>
<tr>
<td>INSURER C</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>DEATH - EACH EMPLOYEE: $1,000,000</td>
</tr>
<tr>
<td>INSURER D</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>INSURER E</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>AGGREGATE: $5,000,000</td>
</tr>
</tbody>
</table>
| INSURER F | COMMERCIAL GENERAL LIABILITY | OCCUR \
| | COMMERCIAL GENERAL LIABILITY | CLAIMS-MADE \
| | COMMERCIAL GENERAL LIABILITY | POLICY LIMIT |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101)**

- **State of NH - Department of Health & Human Services**
  - 129 Pleasant Street
  - Concord, NH 03301

**CERTIFICATE HOLDER 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**

- [Signature]
Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIO1-10)

GRANT AGREEMENT

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

### GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1. Identification and Definitions.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1. State Agency Name</td>
<td>New Hampshire Department of Health and Human Services</td>
</tr>
<tr>
<td>1.2. State Agency Address</td>
<td>129 Pleasant Street</td>
</tr>
<tr>
<td>1.3. Grantee Name</td>
<td>Makin' It Happen Coalition for Resilient Youth</td>
</tr>
<tr>
<td>1.4. Grantee Address</td>
<td>One Sundial Avenue, Suite 219N</td>
</tr>
<tr>
<td>1.5. Grantee Phone #</td>
<td>05-095-092-920510-39500000-102-500731</td>
</tr>
<tr>
<td>1.6. Account number</td>
<td>24 Months from G&amp;C Approval</td>
</tr>
<tr>
<td>1.7. Completion Date</td>
<td>1.8. Grant Limitation</td>
</tr>
<tr>
<td>1.8. Grant Limitation</td>
<td>$574,350</td>
</tr>
<tr>
<td>1.9. Grant Officer for State Agency</td>
<td>Robert W. Moore, Director</td>
</tr>
<tr>
<td>1.10. State Agency Telephone Number</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

| 1.11. Grantee Signature 1     | 4/7/2023 |
| 1.12. Name & Title of Grantee Signor 1 | Mary Forsythe-Taber, Executive Director |
| Grantee Signature 2           | Name & Title of Grantee Signor 2 |
| Grantee Signature 3           | Name & Title of Grantee Signor 3 |

| 1.13. State Agency Signature(s) | 4/10/2023 |
| 1.14. Name & Title of State Agency Signor(s) | Katja S. Fox, Director |

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: [Signature] Assistant Attorney General, On: 4/11/2023

1.16. Approval by Governor and Council (if applicable)

By: [Signature] On: [Signature]

### 2. SCOPE OF WORK

In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
3. **Area Covered.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **Effective Date: Completion of Project.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of acceptance of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon the signature by the State Agency as shown in block 1.14 (the "Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **Grant Amount: Limitation on Amount: Vouchers: Payment.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C attached hereeto.

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

6. **Compliance by Grantee with Laws and Regulations.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:9-5-b.

7. **Records and Accounts.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills, and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or corporate, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. **Personnel.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, nor it shall not permit any subcontractor, subgrantee, or other person, firm, or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8.4. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

8.5. **Data: Retention of Data: Access.** Any person or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): Failure to perform the Project satisfactorily or on schedule; or Failure to submit any report required hereunder; or Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the presence of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and Give the Grantee a written notice specifying the Event of Default and suspending all payments under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and Treat the agreement as breached and pursue any of its remedies in law or in equity, or both.

**Termination.** In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") detailing in complete all Project Work performed, and the Grant Amount earned, to include the date of termination. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") detailing in complete all Project Work performed, and the Grant Amount earned, to include the date of termination. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") detailing in complete all Project Work performed, and the Grant Amount earned, to include the date of termination. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") detailing in complete all Project Work performed, and the Grant Amount earned, to include the date of termination. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") detailing in complete all Project Work performed, and the Grant Amount earned, to include the date of termination. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") detailing in complete all Project Work performed, and the Grant Amount earned, to include the date of termination.
approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest.

16. STATUTORY WORKERS' COMPENSATION AND EMPLOYEES LIABILITY INSURANCE. The Grantee shall, at its own expense, obtain and maintain in force, or shall subcontract or subgrant to the State, the following insurance:

16.1. Workers' compensation and employers' liability insurance for all employees engaged in the performance of the Project, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death and $300,000 for property damage in any one incident, and

16.2. The policies described in subparagraph 16.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewals of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver or any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereeto are incorporated as part of this agreement.
Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

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

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

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

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

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

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

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

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

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

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

Grantee Initials: [Signature]
Date: 4/7/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

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

1.2. The Grantee must ensure services are available in the Greater Manchester Region.

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

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

1.5. The Grantee must expand implementation of Recovery Ready Communities, Resiliency Essentials, and Makin’ It Happen in the 603 through a scalable ‘meeting communities where they are at’ approach among the following target areas:

1.5.1. Urban: Manchester.

1.5.2. Suburban: Bedford, Hooksett, and Goffstown.

1.5.3. Rural: Auburn, Candia, Deerfield, and New Boston.

1.6. The Grantee must ensure programming and services target the following two (2) core portions of the general public:

1.6.1. Youth ages 13-18, and the adults who support them; and

1.6.2. Individuals 18 years of age and older.

1.7. In alignment with state and local plans, including the Governor’s Commission on Alcohol and other Drugs Action Plan, the NH Ten Year Mental Health Plan, and the Greater Manchester Regional Community Health Improvement Plan, the Grantee must coordinate a community response across the target areas by:

1.7.1. Ensuring the personnel provided include:

1.7.1.1. One (1) Project Director.

1.7.1.2. Two (2) Community Impact Staff; and

1.7.2. Providing access to subject matter experts, trainers, and cultural and linguistic support.

1.8. Recovery Ready Communities

1.8.1. The Grantee must build off the Opioid Prevention Initiative within the Greater Manchester Region, as defined above, in order to:
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.8.1.1. Expand direct outreach to all eight (8) community government, safety and law enforcement teams within the region; and
1.8.1.2. Continue distribution of 211, Partnership for Drug Free NH and 988/Rapid Response information cards and brochures; harm reduction kits; and naloxone.

1.8.2. The Grantee must schedule and conduct community listening/learning sessions. The Grantee must ensure:
1.8.2.1. Four (4) listening/learning sessions are conducted in the first year of the project; and
1.8.2.2. Each session targets 30 participants.

1.8.3. The Grantee must ensure Recovery Ready Communities services:
1.8.3.1. Promote healthy, drug-free lifestyles;
1.8.3.2. Reduce isolation;
1.8.3.3. Build participant skills and confidence;
1.8.3.4. Enhance participant strengths;
1.8.3.5. Promote positive outcomes; and
1.8.3.6. Facilitate community-based prevention efforts.

1.9. Resiliency Essentials

1.9.1. The Grantee must analyze the data and feedback from the listening/learning sessions to:
1.9.1.1. Establish a baseline of participant knowledge and understanding of harm reduction strategies and help seeking behaviors;
1.9.1.2. Identify steps needed to enhance the capacity of harm reduction programs; and
1.9.1.3. Develop appropriate next steps for the three community types (urban, suburban, and rural).

1.9.2. The Grantee must develop learning sessions and training opportunities identified through the processes described in Section 1.8.1., for Department approval.

1.9.3. The Grantee must begin offering learning sessions on a timeline mutually agreed upon by the Grantee and the Department, and must provide trainings on a quarterly basis thereafter that target 25 participants each, and include, but are not limited to:
1.9.3.1. CONNECT training.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.9.3.2. Question, Persuade, Refer (QPR).
1.9.3.3. Mental Health First Aid.

1.9.4. The Grantee must define and redefine the type, scale and focus of the trainings utilizing the Assess, Capacity, Planning, Implementation, Evaluation (ACPIE) model.

1.10. Makin’ It Happen in the 603

1.10.1. empowerYOUTH! Program

1.10.1.1. The Grantee must design an empowerYOUTH! Program that:

1.10.1.1.1. Focuses on promoting safe, substance-free activities, trainings and leadership opportunities to interested youth;
1.10.1.1.2. Provides youth leadership, peer-2-peer and mentoring opportunities; and
1.10.1.1.3. Is youth-led (ages 13-18) and adult supported.

1.10.1.2. The Grantee must ensure the empowerYOUTH! Program:

1.10.1.2.1. Works collaboratively with the three public school districts within Manchester, Bedford, and Goffstown; and
1.10.1.2.2. Engages charter and private schools within the region.

1.10.1.3. In Year one (1), the Grantee must:

1.10.1.3.1. Schedule and conduct listening/learning sessions with the school Student Assistance Professionals (SAP)/Licensed Alcohol and Drug Counselors (LADAC), guidance counselors, and participating youth; and
1.10.1.3.2. Assist with the development of at least three (3) youth teams and support their ability to identify issues and solutions that matter to them.

1.10.1.4. In Year two (2), the Grantee must:

1.10.1.4.1. Implement the “Getting to Y” initiative, which helps youth understand the Center for Disease Control (CDC) Youth Risk Behavioral Survey (YRBS) data, how to explore the data, and how it can inform prevention strategies for their school and communities; and
1.10.1.4.2. Schedule four (4) 'Getting to Y' sessions, each targeting 30 youth.

1.10.2. empowerYOU! Program

1.10.2.1. The Grantee must implement the empowerYOU! social media/marketing awareness campaign designed to:

1.10.2.1.1. Bring together individuals, ages 18-25 years, through conversation, community-facing events and near-peer mentoring and guidance for the empowerYOUTH! initiatives;

1.10.2.1.2. Promote:
   1.10.2.1.2.1. Primary prevention;
   1.10.2.1.2.2. Harm reduction prevention;
   1.10.2.1.2.3. Mental health stigma reduction;
   1.10.2.1.2.4. Opioid prevention; and
   1.10.2.1.2.5. Balanced physical and mental health; and

1.10.2.1.3. Create opportunities for youth, individuals, families, and communities to participate in building Resilient, Recovery Ready Communities.

1.10.2.2. The Grantee must measure the reach of the empowerYOU! Initiative through the following, including, but not limited to:

1.10.2.2.1. Information dissemination tracking.
1.10.2.2.2. Social media data and website visits.
1.10.2.2.3. Numbers of requests and/or views of prevention, harm reduction, and treatment and recovery information and resources through the community compass resource guide.

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

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

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

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

Grantee Initials: [Initials]

Date: 4/7/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.12.2.1. Data.
1.12.2.2. Financial records.
1.12.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.
1.12.2.4. Scheduled access to Grantee principals and staff.

1.13. Reporting

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

1.13.1.1. The name, mailing address; and physical address of the Grantee;
1.13.1.2. The time period covered by the report;
1.13.1.3. The date the report was prepared;
1.13.1.4. A detailed account of funding spent on approved uses;
1.13.1.5. The number of individuals served;
1.13.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
1.13.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

Makin' It Happen Coalition for Resilient Youth
RGA-2023-DBH-01-OPIOI-10
Page 5 of 7
3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

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

3.3. Credits and Copyright Ownership

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

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

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

   3.3.3.1. Brochures.
   3.3.3.2. Resource directories.
   3.3.3.3. Protocols or guidelines.
   3.3.3.4. Posters.
   3.3.3.5. Reports.

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

4. Records

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

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

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

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

4. The Grantee shall submit an invoice with supporting documentation to the
   Department no later than the fifteenth (15th) working day of the month following
   the month in which the services were provided. The Grantee shall ensure each
   invoice:
   4.1. Includes the Grantee’s Vendor Number issued upon registering with New
       Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the
       Department.
   4.3. Identifies and requests payment for allowable costs incurred in the
       previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice
       that may include, but are not limited to, time sheets, payroll records,
       receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting
       documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation,
       and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:
       
       Financial Manager
       Department of Health and Human Services
       105 Pleasant Street
       Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of
   receipt of each invoice and supporting documentation for authorized expenses,
   subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be
   due to the Department no later than forty (40) days after the grant completion
   date specified in Form G-1, General Provisions, Block 1.7 Completion Date.
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT C

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

8. Audits

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

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

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

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

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

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

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

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

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to
which exception has been taken, or which have been disallowed because of such an exception.
New Hampshire Department of Health and Human Services,

Grantee Name: Makin' It Happen Coalition for Resilient Youth, Inc.

Budget Request for: Opioid Abatement Programs

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

Indirect Cost Rate (if applicable) 3.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$187,356</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$37,284</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$4,800</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$6,000</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$1,000</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$1,200</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$3,600</td>
</tr>
<tr>
<td>7. Software</td>
<td>$900</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/Communications</td>
<td>$3,750</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$7,500</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td></td>
</tr>
<tr>
<td>Other - Occupancy</td>
<td>$3,600</td>
</tr>
<tr>
<td>Other - Operations/financial</td>
<td>$8,000</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Direct Costs $265,000

Total Indirect Costs $7,850

TOTAL $272,950

4/7/2023
New Hampshire Department of Health and Human Services

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

Grantee Name: Makin' It Happen Coalition for Resilient Youth, Inc.

Budget Request for: Opioid Abatement Programs

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

Indirect Cost Rate (if applicable): 3.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$187,356</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$37,284</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$40,000</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$1,000</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$1,200</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$3,600</td>
</tr>
<tr>
<td>7. Software</td>
<td>$150</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/Communications</td>
<td>$3,760</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$7,500</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$3,600</td>
</tr>
<tr>
<td>Other - Occupancy</td>
<td>$3,600</td>
</tr>
<tr>
<td>Other - Operations/Financial</td>
<td>$8,000</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$293,450</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$7,950</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$301,400</td>
</tr>
</tbody>
</table>
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.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation. Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

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

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

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

V5. Last update 10/09/18
Exhibit D
DHHS Information Security Requirements
Page 1 of 9

Contractor Initials
Date 4/7/2023
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

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


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.


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
New Hampshire Department of Health and Human Services
Exhibit D

DHHS Information Security Requirements

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

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

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's 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...
New Hampshire Department of Health and Human Services  
Exhibit D  
DHHS Information Security Requirements

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 confidentiality information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services  
Exhibit D  
DHHS Information Security Requirements

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:
   DHHSSecurityOffice@dhhs.nh.gov
CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MAKIN' IT HAPPEN COALITION FOR RESILIENT YOUTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 08, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 691663
Certificate Number: 0006199007

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 6th day of April A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

1. Laurie Warnock ___________________________ hereby certify that:
   (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

   1. I am a duly elected Clerk/Secretary/Officer of ___________________________.
      (Corporation/LLC Name)

   2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and
      held on __________, 2023 __________, at which a quorum of the Directors/shareholders were present and voting.
      (Date)

   VOTED: That ___________________________. (may list more than one person)
      (Name and Title of Contract Signatory)

   is duly authorized on behalf of ___________________________. to enter into contracts or agreements with the State
   (Name of Corporation/ LLC)

   of New Hampshire and any of its agencies or departments and further is authorized to execute any and all
   documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which
   may in his/her judgment be desirable or necessary to effect the purpose of this vote.

   3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the
      date of the contract/contract amendment to which this certificate is attached. This authority was valid thirty (30)
      days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify
      that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s)
      listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation.
      To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts
      with the State of New Hampshire, all such limitations are expressly stated herein.

   Dated: 4/6/23
   Signature of Elected Officer
   Name: Laurie Warnock
   Title: Chair, Board of Directors, MHH

Rev. 03/24/20
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Phone: 978-474-0810 Fax: 978-474-0890
SAMEL INSURANCE AGENCY, INC.
15 CENTRAL STREET
ANDOVER MA 01810

INSURED: MAKIN' IT HAPPEN FOR RESILIENT YOUTH INC
ONE SUNDIAL AVE SUITE 219N
MANCHESTER NH 03103

SAMUEL INSURANCE AGENCY, INC.
978-474-0810 978-474-0890
info@samel-ins.com

COVERAGES CERTIFICATE NUMBER: 67995 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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>NN1417090</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td>ANY AUTO</td>
<td>BRX10174904</td>
<td>EACH OCCURRENCE $500,000</td>
</tr>
<tr>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td></td>
<td>E.L. EACH ACCIDENT $500,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Operations Usual to a Community Organization

OFFICERS, Roy Mark and Brian Harrison are Excluded from the Workers Compensation Policy.

$500 Deductible for Bodily Injury Liability and Property Damage Liability Combined Per Claim

CERTIFICATE HOLDER CANCELLATION

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jonathan M. Samel
The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
<tr>
<td>1.3. Grantee Name</td>
<td>1.4. Grantee Address</td>
</tr>
<tr>
<td>Mid-State Health Center</td>
<td>101 Boulder Point Drive, Suite 1 Plymouth, NH 03264</td>
</tr>
<tr>
<td>1.5 Grantee Phone #</td>
<td>1.6. Account Number</td>
</tr>
<tr>
<td>(603) 536-4000</td>
<td>05-095-092-920510-39500000-102-500731</td>
</tr>
<tr>
<td>1.7. Completion Date</td>
<td>1.8. Grant Limitation</td>
</tr>
<tr>
<td>24 Months from G&amp;C Approval</td>
<td>$217,028</td>
</tr>
<tr>
<td>1.9. Grant Officer for State Agency</td>
<td>1.10. State Agency Telephone Number</td>
</tr>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert MacLeod</td>
<td>Robert MacLeod CEO</td>
</tr>
<tr>
<td>Grantee Signature 2</td>
<td>Name &amp; Title of Grantee Signor 2</td>
</tr>
<tr>
<td>Grantee Signature 3</td>
<td>Name &amp; Title of Grantee Signor 3</td>
</tr>
<tr>
<td>1.13. State Agency Signature(s)</td>
<td>1.14. Name &amp; Title of State Agency Signor(s)</td>
</tr>
<tr>
<td>Katja S. Fox</td>
<td>Katja S. Fox Director</td>
</tr>
</tbody>
</table>

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: [Signature] Assistant Attorney General, On: 4/17/2023

1.16. Approval by Governor and Council (if applicable)

By: On:

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials [PM]
Date 4/14/2023
4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on which approval of this Agreement by the Governor and Council of the State of New Hampshire, if required, or upon execution of the Agreement by the State, whichever is later, or upon written agreement by the State, or upon the date of the Grantor or by any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sales, or disposal, or for any other purpose whatsoever.

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 hereinafter referred to as the "Completion Date".

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee an amount of the Grant.

5.4. The payment by the State of the Grant amount shall be the only, and the complete, payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limit set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

6.1. Between the Effective Date and the date set seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall comply with all statutes, laws regulations, orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date set seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and supplies. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date set seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to paragraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his or her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae and apparatus, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuation of payments hereunder, are contingent upon the availability or continuation of appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds.

11.1. Failure to submit any report required hereunder; or

11.2.1. Failure to maintain, or permit access to, the records required hereunder; or

11.2.4. Failure to perform any of the other covenants and conditions of this Agreement.

12.1. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

12.2.1. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

12.4.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

13. TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project work performed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4.2. Failure to perform the Project satisfactorily or on schedule; or

12.4.3. Failure to maintain, or permit access to, the records required hereunder; or

12.4.4. Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days after the date of notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
approval of the undertaking or carrying out of such Project, shall participate in any
decision relating to this Agreement which affects his or her personal interest or
the interest of any corporation, partnership, or association in which he or she is
directly or indirectly interested, nor shall he or she have any personal or
pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this
Agreement the Grantee, its employees, and any subcontractor or subgrantee of
the Grantee are in all respects independent contractors, and are neither agents
nor employees of the State. Neither the Grantee nor any of its officers,
employees, agents, members, subcontractors or subgrantees, shall have authority
to bind the State nor are they entitled to any of the benefits, workmen's
compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or
otherwise transfer any interest in this Agreement without the prior written
consent of the State. None of the Project Work shall be subcontracted or
subgranted by the Grantee other than as set forth in Exhibit B without the prior
written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold
harmless the State, its officers and employees, from and against any and all
losses suffered by the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby retained to
the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.
17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall
require any subcontractor, subgrantee or assignee performing Project work to
obtain and maintain in force, both for the benefit of the State, the following
insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all
employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property
damage, in amounts not less than $1,000,000 per occurrence and $2,000,000
aggregate for bodily injury or death any one incident, and $500,000 for property
damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard
form employed in the State of New Hampshire, issued by underwriters acceptable
to the State, and authorized to do business in the State of New Hampshire. Grantee
shall furnish to the State, certificates of insurance for all renewal(s) of insurance
required under this Agreement no later than ten (10) days prior to the expiration
date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions
hereof after any Event of Default shall be deemed a waiver of its rights with regard
to that Event, or any subsequent Event. No express waiver of any Event of Default
shall be deemed a waiver of any provisions hereof. No such failure of waiver
shall be deemed a waiver of the right of the State to enforce each and all of the
provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have
been duly delivered or given at the time of mailing by certified mail, postage
prepaid, in a United States Post Office addressed to the parties at the addresses
first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only
by an instrument in writing signed by the parties hereto and only after approval of
such amendment, waiver or discharge by the Governor and Council of the State
of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall
be construed in accordance with the law of the State of New Hampshire, and is
binding upon and inures to the benefit of the parties and their respective successors
and assignees. The captions and contents of the “subject” blank are used only as
a matter of convenience, and are not to be considered a part of this Agreement or
to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to confer any third parties
and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number
of counterparts, each of which shall be deemed an original, constitutes the entire
agreement and understanding between the parties, and supersedes all prior
agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in
Exhibit A hereto are incorporated as part of this agreement.
Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Grantee Initials: [Signature]
Date: 4/7/2023
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission), in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86 and as described in this Agreement.

1.2. The Grantee must ensure services are available in communities within southern Grafton County.

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. The Grantee must ensure its patients who have a clinically diagnosed Opioid Use Disorder (OUD) and/or co-occurring Substance Use Disorder (SUD)/Mental Health (MH) issues have access to treatment and recovery services.

1.6. Transportation

1.6.1. The Grantee must purchase one (1) commercial, handicap accessible, van for the provision of transportation services through this Agreement.

1.6.2. The Grantee must ensure transportation is available for appointments related to accessing treatment and recovery services, including, but not limited to:
   1.6.2.1. Medications for Substance Use Disorders (MSUD).
   1.6.2.2. Behavioral Health.
   1.6.2.3. Intensive Outpatient and other Treatment Programs.
   1.6.2.4. Pharmacies.
   1.6.2.5. Recovery Support Programs.

1.6.3. The Grantee must ensure transportation services are provided at no cost to individuals in need of services.

1.6.4. The Grantee must ensure the personnel provided include one (1) full-time equivalent (FTE) driver to transport individuals to appointments as described above.

1.7. Staff Training

1.7.1. The Grantee must ensure funding from this Agreement is used to provide training scholarships and supports for continuing education.
certification, and licensing attainment for certified addiction counselors and other mental and behavioral health providers and staff involved in addressing OUD/SUD/MH issues.

1.7.2. The Grantee must ensure training topics support improved access to treatment and recovery services and include, but are not limited to:

1.7.2.1. Opioid Use Disorder.
1.7.2.2. Substance Use Disorder.
1.7.2.3. Mental health issues.

1.8. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.9. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.9.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.9.2. Ensure the Department is provided with access that includes but is not limited to:

1.9.2.1. Data.
1.9.2.2. Financial records.
1.9.2.3. Scheduled access to Grantee work sites, locations, work spaces, and associated facilities.
1.9.2.4. Scheduled access to Grantee principals and staff.

1.10. Reporting

1.10.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.10.1.1. The name, mailing address, and physical address of the Grantee;
1.10.1.2. The time period covered by the report;
1.10.1.3. The date the report was prepared;
1.10.1.4. A detailed account of funding spent on approved uses;
1.10.1.5. The number of individuals served;
1.10.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and

1.10.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.10.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all
original materials produced, including, but not limited to:

3.3.3.1. Brochures.
3.3.3.2. Resource directories.
3.3.3.3. Protocols or guidelines.
3.3.3.4. Posters.
3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department’s risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract.

Mid-State Health Center

G-C 1.1

Grantee Initials

Date 4/7/2023
which exception has been taken, or which have been disallowed because of such an exception.

9. Property Standards

9.1. Insurance coverage.

9.1.1. The Grantee shall, at a minimum, provide the equivalent insurance coverage for equipment acquired or improved in whole or in part with State funds under this Agreement as the Grantee provides to equipment the Grantee owns outside of this Agreement.

9.2. Equipment.

9.2.1. Equipment means tangible personal property (including, but not limited to motor vehicles and information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds $5,000.

9.2.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Grantee subject to the following conditions:

9.2.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

9.2.2.2. Not encumber the property without approval of the State.

9.2.2.3. Use and dispose of the property in accordance with Paragraph 9.2., Paragraph 9.2.3. and Paragraph 9.2.5.

9.2.3. Use.

9.2.3.1. Equipment must be used by the Grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Grantee must not encumber the equipment without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

9.2.3.2. During the time that equipment is used on the project or program for which it was acquired, the Grantee must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on
the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

9.2.3.3. When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

9.2.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

9.2.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

9.2.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

9.2.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

9.2.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.

9.2.4.5. If the Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

9.2.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Grantee must request disposition.
instructions from the State. Disposition of the equipment will be made as follows:

9.2.5.1. Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.

9.2.5.2. Items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the Grantee or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Grantee to deduct and retain from the State's share $500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

9.2.5.3. The Grantee may transfer title to the property to an eligible third party provided that, in such cases, the Grantee must be entitled to compensation for its attributable percentage of the current fair market value of the property.

9.2.5.4. In cases where the Grantee fails to take appropriate disposition actions, the State may direct the Grantee to take disposition actions.

10. Property Relationship and Liens

10.1. Equipment and intangible property, that are acquired or improved with State funds must be maintained and preserved in good order by the Grantee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.
## New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

**Grantee Name:** Mid-State Health Center

**Budget Request for:** Opioid Abatement Programs

**Budget Period:** 12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)

**Indirect Cost Rate (if applicable):** 10.00%

---

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$20,000</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$5,824</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$97,500</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$0</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/ Communications</td>
<td>$0</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$5,000</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other (vehicle maintenance)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other (fuel)</td>
<td>$2,220</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td><strong>$136,344</strong></td>
</tr>
<tr>
<td><strong>Total Indirect Costs</strong></td>
<td><strong>$3,884.40</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$140,226</strong></td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services

Complete one budget form for each State Fiscal Year/Budget Period.

Grantee Name: Mid-State Health Center

Budget Request for: Opioid Abatement Programs

Budget Period: 24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)

Indirect Cost Rate (if applicable): 10.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$43,264</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$12,114</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>5(a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5(e) Supplies Office</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$0</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
</tr>
<tr>
<td>8(a) Other - Marketing/ Communications</td>
<td>$0</td>
</tr>
<tr>
<td>8(b) Other - Education and Training</td>
<td>$5,000</td>
</tr>
<tr>
<td>8(c) Other - Other (specify below)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other (vehicle maintenance)</td>
<td>$4,440</td>
</tr>
<tr>
<td>Other (fuel)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Direct Costs: $69,818

Total Indirect Costs: $6,981.79

TOTAL: $76,800
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.


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.


6. “Incident” means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner’s knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire’s Department of Information Technology or delegate as a protected network. (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


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.


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
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

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 therefrom 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 cycled for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2.

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

V5. Last update 10/09/18 Exhibit D Contractor Initials
DHHS Information Security Requirements Page 5 of 9
Date 4/7/2023
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services  
Exhibit D  
DHHS Information Security Requirements

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
New Hampshire Department of Health and Human Services  
Exhibit D  
DHHS Information Security Requirements

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT  
A. DHHS Privacy Officer:  
DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:  
DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MID-STATE HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 285492
Certificate Number: 0006194634

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, Carina Park, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Mid-State Health Center.
   (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 28, 2023, at which a quorum of the Directors/shareholders were present and voting.
   (Date)

   VOTED: That Robert MacLeod, (may list more than one person)
   (Name and Title of Contract Signatory)

   is duly authorized on behalf of Mid-State Health Center to enter into contracts or agreements with the State
   (Name of Corporation/ LLC)

   of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/26/23

Signature of Elected Officer
Name: Carina Park
Title: Board of Directors Secretary

Rev. 03/24/20
CERTIFICATE OF LIABILITY INSURANCE

Date: 09/10/22

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURERS AFFORDING COVERAGE

| Insurer A | Medical Protective Insurance Co. |
| Insurer B | AIM Mutual Insurance Co. |
| Insurer C | |
| Insurer D | |
| Insurer E | |

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, aggregate limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>INS.</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
<td>HN 030313</td>
<td>10/1/2022</td>
<td>10/1/2023</td>
<td>Each Occurrence $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Fire Damage (Any one fire) $50,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Med Exp (Any one person) $5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Personal &amp; Adv Injury $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>General Aggregate $3,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Products - Comp/Op Agg $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Garage Liability</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Excess Liability</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Workers Compensation and Employers' Liability</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Medical Professional Liability</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>EN-030313</td>
<td>10/1/2022</td>
<td>10/1/2023</td>
<td>Each Occurrence $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ECC-400079</td>
<td>10/1/2022</td>
<td>10/1/2023</td>
<td>E.L. Each Accident $500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. Disease-Ea. Employee $500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. Disease - Policy Limit $500,000</td>
</tr>
<tr>
<td>A</td>
<td></td>
<td>HN 030313</td>
<td>10/1/2022</td>
<td>10/1/2023</td>
<td>Per Incident $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Aggregate $3,000,000</td>
</tr>
</tbody>
</table>

Description of operations/vehicles/exclusions added by endorsement/special provision

Evidence of Current Liability and Workers Compensation Coverage for the Insured and its Employees Kelly Watkins APRN, Kelly Perry APRN, and Amy McCormack APRN

Certificate Holder

State of New Hampshire
Dept. of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Authorized Representative
GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Harm Reduction Coalition</td>
<td>1 Washington Street, Unit 3114 Dover, NH 03821</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5. Grantee Phone #</th>
<th>1.6. Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 568-0258</td>
<td>05-095-092-920510-39500000-102-500731</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Months from G&amp;C Approval</td>
<td>$875,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lauren McGinley</td>
<td>Executive Director</td>
</tr>
<tr>
<td>4/10/2023</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee Signature 2</th>
<th>Name &amp; Title of Grantee Signor 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee Signature 3</th>
<th>Name &amp; Title of Grantee Signor 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.13. State Agency Signature(s)</th>
<th>1.14. Name &amp; Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox</td>
<td>Katja S. Fox Director</td>
</tr>
<tr>
<td>4/11/2023</td>
<td></td>
</tr>
</tbody>
</table>

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

<table>
<thead>
<tr>
<th>By:</th>
<th>On:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Johna Granham</td>
<td>4/12/2023</td>
</tr>
</tbody>
</table>

1.16. Approval by Governor and Council (if applicable)

By:                                      On:

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. This grant shall be payable to the Grantee under subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limit set forth in block 1.8 of these general provisions.

6. COMPLIANCE OF GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duties upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-93-b.

7. RECORDS AND ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, canceled checks, and other evidence of all costs incurred.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA-RETIENION OF DATA-ACCESS

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations.
14. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

15. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

18. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

19. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

20. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

21. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4. Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Grantee Initials [Signature]  
Date 4/10/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission), in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.

1.2. The Grantee must ensure services are available statewide.

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. The Grantee must act as a Facilitating Organization and implement the Capacity Development and Expansion Initiative (CapEx Initiative) project to:

1.5.1. Increase statewide capacity to deliver mobile harm reduction programming;

1.5.2. Facilitate access to care for individuals seeking treatment and recovery support services for Opioid Use Disorder (OUD); and

1.5.3. Mitigate and reduce the risks of injection drug related infections.

1.6. The Grantee must ensure the CapEx Initiative expands and supports harm reduction programming through a tiered model as follows:

1.6.1. Tier 1: Technical Assistance (TA) and planning - providing consultation and support to organizations and communities exploring the startup of harm reduction programming;

1.6.2. Tier 2: Development – providing funding to organizations for the ability to collect and report on the positive outcomes of harm reduction programming; and

1.6.3. Tier 3: Expansion – providing organizations which currently operate harm reduction programs, financial support for costs associated with expansion of operations.

1.7. The Grantee must ensure the CapEx Initiative project promotes the key principles of harm reduction, as follows:

1.7.1. Honor the complex biopsychosocial nature of substance misuse that are unique to every individual;

1.7.2. Respect human rights, cultural values, beliefs, and dignity of all people;

1.7.3. Are evidence-informed, pragmatic, non-coercive and non-discriminatory;
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.7.4. Are continuously improved by timely and reliable evidence;
1.7.5. Are trauma-informed, resilient and recovery oriented;
1.7.6. Are informed by the wisdom of lived experience; and
1.7.7. Are equally accessible to all individuals.

1.8. The Grantee must ensure the CapEx Initiative service delivery model is driven by each community's needs for specific harm reduction programming, as identified:
1.8.1. By agencies that provide harm reduction services in the area; or
1.8.2. Through community health needs assessments available through the NH Regional Public Health Network and other public health organizations.

1.9. The Grantee must ensure the CapEx Initiative services are aligned with evidence-based harm reduction practices.

1.10. The Grantee must establish an Advisory Council to facilitate cohesive and strategic expansion and development of harm reduction services. The Grantee must ensure the Advisory Council:
1.10.1. Is comprised of stakeholders affiliated with key informant organizations involved in the New Hampshire Continuum of Care system, including, but not limited to:
   1.10.1.1. NH Doorways.
   1.10.1.2. NH Charitable Foundation.
   1.10.1.3. Peer Recovery Services and Support Facilitating Organization.
   1.10.1.4. Federally Qualified Health Center (FQHC).
   1.10.1.5. NH Community Mental Health Center (CMHC).
   1.10.1.6. NH Regional Public Health Network (RPHN).
1.10.2. Provides oversight and guidance for the deployment of resources to communities seeking to expand or implement mobile harm reduction programs; and
1.10.3. Develops funding criteria for harm reduction programs.

1.11. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
1.12. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:
EXHIBIT B

1.12.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.12.2. Ensure the Department is provided with access that includes but is not limited to:
   1.12.2.1. Data.
   1.12.2.2. Financial records.
   1.12.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.
   1.12.2.4. Scheduled access to Grantee principals and staff.

1.13. Reporting

1.13.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:
   1.13.1.1. The name, mailing address, and physical address of the Grantee;
   1.13.1.2. The time period covered by the report;
   1.13.1.3. The date the report was prepared;
   1.13.1.4. A detailed account of funding spent on approved uses;
   1.13.1.5. The number of individuals served;
   1.13.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
   1.13.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.13.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.
3.3.3.2. Resource directories.
3.3.3.3. Protocols or guidelines.
3.3.3.4. Posters.
3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or
collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

New Hampshire Harm Reduction Coalition
G-C 1.1
RGA-2023-DBH-01-OPIOI-13
Page 1 of 3

Grantee Initials ____________ Date 4/10/2023
7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee’s fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee’s fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department’s risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to
which exception has been taken, or which have been disallowed because of such an exception.
## New Hampshire Department of Health and Human Services
### Exhibit C-1, Budget

**Grantee Name:** New Hampshire Harm Reduction Coalition

**Budget Request for:** Opioid Abatement Programs

**Budget Period:** 12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)

### Indirect Cost Rate (if applicable)

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$57,300</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$3,056</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$1,700</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$105</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/</td>
<td>$0</td>
</tr>
<tr>
<td>Communications</td>
<td></td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$0</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$304,293</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$366,454</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$8,546</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$375,000</td>
</tr>
</tbody>
</table>

---

4/10/2023
New Hampshire Department of Health and Human Services
Complete one budget form for each State Fiscal Year/Budget Period.
Grantee Name: New Hampshire Harm Reduction Coalition
Budget Request for: Opioid Abatement Programs
Budget Period: 24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)

Indirect Cost Rate (if applicable)

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$76,400</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$15,280</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$400</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/</td>
<td>$0</td>
</tr>
<tr>
<td>Communications</td>
<td></td>
</tr>
<tr>
<td>8. (b) Other - Education and</td>
<td>$0</td>
</tr>
<tr>
<td>Training</td>
<td></td>
</tr>
<tr>
<td>8. (c) Other - Other (specify</td>
<td>$0</td>
</tr>
<tr>
<td>below)</td>
<td></td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$396,212</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$488,292</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$11,708</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$500,000</td>
</tr>
</tbody>
</table>
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.


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 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.


6. “Incident” means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner’s knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.


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.


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
New Hampshire Department of Health and Human Services  
Exhibit D  
DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State’s Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State’s Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:

1. Identify Incidents;

2. Determine if personally identifiable information is involved in Incidents;

3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE HARM REDUCTION COALITION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 29, 2018. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 808023
Certificate Number: 0006197175

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, Shannon M. Swett, hereby certify that:

1. I am a duly elected Treasurer of NH Harm Reduction Coalition (NHHRC).

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 14, 2022, at which a quorum of the Directors/shareholders were present and voting.

   VOTED: That Lauren McGinley, NHHRC Executive Director, is duly authorized on behalf of NH Harm Reduction Coalition (NHHRC) to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: 4/5/2023

Signature of Elected Officer
Name: Shannon M. Swett
Title: NH Harm Reduction Coalition Board Chair
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 11/30/2022

**PRODUCER:** World Insurance Associates, LLC  
656 Shrewsbury Ave  
Suite 200  
Tinton Falls NJ 07701  
Licensed: BR-91573

**INSURED:** NH Harm Reduction Coalition  
1 Washington Street  
Unit #3114  
Dover NH 03821

**CONTACT:** John Sidway  
PHONE: 732-380-0900  
FAX: 732-400-8112  
EMAIL: johnsidway@worldinsurance.com

**INSURER(S) AFFORDING COVERAGE:**
- INSURER A: Landmark American Insurance Company  
- INSURER B:  
- INSURER C:  
- INSURER D:  
- INSURER E:  
- INSURER F:  

**COVERAGE:**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>$50,000</td>
</tr>
<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>$5,000</td>
</tr>
<tr>
<td>PROFESSIONAL LIABILITY</td>
<td>$3,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER:**  
State of New Hampshire  
Department of Health and Human Services  
129 Pleasant Street  
Concord NH 03301

**AUTHORIZED REPRESENTATIVE:**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

© 1988-2015 ACORD CORPORATION. All rights reserved.
**CERTIFICATE OF LIABILITY INSURANCE**

**IMPORTANT:** 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.

**PRODUCER**

John J. Flynn Ins Agy Inc
618 Central Avenue
Dover NH 03820

**INSURED**

New Hampshire Harm Reduction Coalition
1 Washington St Unit 3114
Dover NH 03820

**INSURER(S) AFFORDING COVERAGE**

- Insurer A: Safety Insurance
- Insurer B: Assigned Workers Comp
- Insurer C: The Hartford
- Insurer D:
- Insurer E:
- Insurer F:

**COVERAGES**

**COVERAGE A**

- **COMMERICAL GENERAL LIABILITY**
  - Claims-Made
  - Each Occurrence $1,000,000

**COVERAGE B**

- **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**
  - Each Accident $100,000
  - E.L - Each Accident $100,000
  - E.L. - Disease - EA Employee $500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER CANCELLATION**

State of New Hampshire Department of Health and Human Services
129 Pleasant St
Concord NH 03301

**AUTHORIZED REPRESENTATIVE**

John J. Flynn

© 1988-2015 ACORD CORPORATION. All rights reserved.
GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Country Health Consortium</td>
<td>262 Cottage Street, Unit 230 Littleton, NH 03561</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5 Grantee Phone #</th>
<th>1.6. Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 259-4785</td>
<td>05-095-092-920510-39500000-102-500731</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Months from G&amp;C Approval</td>
<td>$263,787</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lauren Pearson Executive Director</td>
<td>4/7/2023</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grantee Signature 2</th>
<th>Name &amp; Title of Grantee Signor 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name &amp; Title of Grantee Signor 3</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.13. State Agency Signature(s)</th>
<th>1.14. Name &amp; Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox Director</td>
<td>Katja S. Fox Director</td>
</tr>
</tbody>
</table>

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: Assistant Attorney General, On: 4/11/2023

1.16. Approval by Governor and Council (if applicable)

By: On: 

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.
4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date of the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
4.2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
5.1 The Grant Amount is identified and more particularly described in EXHIBIT C.
5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
5.3 In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA § 70.4.
5.4 The payment by the State of the Grant amount shall be the only, and the complete, payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.
6.1 In connection with the performance of the Project, the Grantee shall comply with all statutes, regulations, and rules of federal, state, county, or municipal authorities which shall impose any obligations or duties upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:9-5b.

7. RECORDS AND ACCOUNTS.
7.1 Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
7.2 Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.
8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.
9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT.
Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.
11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): Failure to perform the Project satisfactorily or on schedule; or Failure to submit any report required hereunder; or Failure to maintain, or permit access to, the records required hereunder; or Failure to perform any of the other covenants and conditions of this Agreement.
11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
11.2.3 Upon the occurrence of any Event of Default, the State may set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.
In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant Amount earned to and including the date of termination.

13. NOTWITHSTANDING.
Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONTRACT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
approval of the undertaking or carrying out of such Project, shall participate in any
decision relating to this Agreement which affects his or her personal interest
or the interest of any corporation, partnership, or association in which he or she
is directly or indirectly interested, nor shall he or she have any personal or
pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEES RELATION TO THE STATE. In the performance of this
Agreement the Grantee, its employees, and any subcontractor or subgrantee of
the Grantee are in all respects independent contractors, and are neither agents
nor employees of the State. Neither the Grantee nor any of its officers,
employees, agents, members, subcontractors or subgrantees, shall have authority
to bind the State nor are they entitled to any of the benefits, workmen's
compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or
otherwise transfer any interest in this Agreement without the prior written
consent of the State. None of the Project Work shall be subcontracted or
subgranted by the Grantee other than as set forth in Exhibit B without the prior
written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold
harmless the State, its officers and employees, from and against any and all
losses suffered by the State, its officers and employees, and any and all claims,
liabilities or penalties asserted against the State, its officers and employees, by
or on behalf of any person, on account of, based on, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee
or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding
the foregoing, nothing herein contained shall be deemed to constitute a waiver
of the sovereign immunity of the State, which immunity is hereby reserved to
the State. This covenant shall survive the termination of this agreement.
17. INSURANCE. The Grantee shall, at its own expense, obtain and maintain in force, or shall
require any subcontractor, subgrantee or assignee performing Project work to
obtain and maintain in force, both for the benefit of the State, the following
insurance:
17.1.1 Statutory workers' compensation and employees liability insurance for all
employees engaged in the performance of the Project, and
17.1.2 General liability insurance against all claims of bodily injuries, death or property
damage, in amounts not less than $1,000,000 per occurrence and $2,000,000
aggregate for bodily injury or death any one incident, and $500,000 for property
damage in any one incident; and
17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard
form employed in the State of New Hampshire, issued by underwriters acceptable
to the State, and authorized to do business in the State of New Hampshire. Grantee
shall furnish to the State, certificates of insurance for all renewal(s) of insurance
required under this Agreement no later than ten (10) days prior to the expiration
date of each insurance policy.
WAIVER OF BREACH: No failure by the State to enforce any provisions
hereof after any Event of Default shall be deemed a waiver of its rights with regard
to that Event, or any subsequent Event. No express waiver of any Event of Default
shall be deemed a waiver of any provisions hereof. No such failure of waiver
shall be deemed a waiver of the right of the State to enforce each and all of the
provisions hereof upon any further or other default on the part of the Grantee.
NOTICE. Any notice by a party hereto to the other party shall be deemed to have
been duly delivered or given at the time of mailing by certified mail, postage
prepaid, in a United States Post Office addressed to the parties at the addresses
first above given.
19. AMENDMENT. This Agreement may be amended, waived or discharged only
by an instrument in writing signed by the parties hereto and only after approval of
such amendment, waiver or discharge by the Governor and Council of the State
of New Hampshire, if required or by the signing State Agency.
CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall
be construed in accordance with the law of the State of New Hampshire, and is
binding upon and inures to the benefit of the parties and their respective successors
and assigns. The captions and contents of the "subject" blank are used only as
a matter of convenience, and are not to be considered a part of this Agreement or
to be used in determining the intend of the parties hereto.
THIRD PARTIES. The parties hereto do not intend to benefit any third parties
and this Agreement shall not be construed to confer any such benefit.
ENTIRE AGREEMENT. This Agreement, which may be executed in a number
of counterparts, each of which shall be deemed an original, constitutes the entire
agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
SPECIAL PROVISIONS. The additional or modifying provisions set forth in
Exhibit A hereto are incorporated as part of this agreement.
Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission) in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.

1.2. The Grantee must ensure services are available in the North Country of New Hampshire (North Country).

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. The Grantee must provide training, coordination, and support for public school programs and services to help students with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/ Mental Health (SUD/MH) issues, or who have been affected by OUD and any co-occurring SUD/MH issues within their family by developing and implementing a Student Wellness and Support Program (SWSP). The Grantee must ensure the SWSP:

1.5.1. Provides opportunities for all students to be successful learners in the natural school setting;

1.5.2. Improves access to Social Emotional Learning (SEL) supports and positive youth development opportunities;

1.5.3. Assists the school system to become a trauma-sensitive school district including:

1.5.3.1. Behavioral Health Intervention Teams (BHIT) to identify and provide for student SEL and Mental Health (MH) needs; and

1.5.3.2. Systems that work at the community level to identify children and youth in need of increased levels of behavioral supports in order to be successful in natural school settings;

1.5.4. Aligns with the evidence-based Positive Behavioral Interventions and Supports (PBIS) Framework's three (3) tiered system that supports students' behavioral, academic, social, emotional, and mental health; and

1.5.5. Delivers SEL/MH interventions to students based on the following tiers:

1.5.5.1. Tier 1: All students;

1.5.5.2. Tier 2: Students who need additional supports to be successful in the natural school setting; and
1.5.5.3. Tier 3: Individualized interventions to students needing more SEL/MH supports to succeed in the natural school setting.

1.5.6. The Grantee must ensure each participating school receives the opportunity for two (2) staff to become certified SEL educators. The Grantee must ensure each Certified SEL Educator:

1.5.6.1. Has effective tools to authentically connect with students of all backgrounds;
1.5.6.2. Learns how to implement SEL and mindfulness;
1.5.6.3. Understands the 'why' behind these critical skills;
1.5.6.4. Engages in self-care and community building with peers from across the country; and
1.5.6.5. Receive professional development credits and clock hours through trainings.

1.5.7. The Grantee must ensure the personnel provided for the SWSP includes:

1.5.7.1. One (1) SEL Coordinator, who:

1.5.7.1.1. Has completed the two (2)-year Mindful Practices Program, developed by the Collaborative for Academic, Social, and Emotional Learning (CASEL);
1.5.7.1.2. Supports North Country schools in becoming trauma-sensitive institutions;
1.5.7.1.3. Provides technical assistance and guidance to implement a Behavioral Health Intervention Team (BHIT) approach that addresses the social and emotional needs of students;
1.5.7.1.4. Increases awareness and understanding in schools of the impact of Adverse Childhood Experiences (ACEs) within the community;
1.5.7.1.5. Collaborates with educators to coordinate delivery of SEL supports;
1.5.7.1.6. Trains school staff on programs that improve student social and emotional development; and
1.5.7.1.7. Identifies and advances effective, innovative interventions in the region.

1.6. The Grantee must support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build...
skills and confidence, and facilitate community-based prevention efforts by implementing a Juvenile Restorative Justice Program and Youth Leadership Through Adventure.

1.6.1. Juvenile Restorative Justice Program

1.6.1.1. The Grantee must develop and implement Youth Diversion Programs (YDP), using a Restorative Justice Model; in the North Country as follows:

1.6.1.1.1. Year 1: The Grantee must develop and implement YDP in the towns of Berlin and Gorham, NH.

1.6.1.1.2. Year 2: The Grantee must expand the YDP by developing and implementing up to three (3) additional YDPs in other areas of the North Country.

1.6.1.2. The Grantee must work with local police departments and communities to:

1.6.1.2.1. Create formal structures, policies, and procedures for each YDP;

1.6.1.2.2. Ensure the YDPs focus on the rehabilitation of offenders through reconciliation with victims and the community at large; and

1.6.1.2.3. Achieve accreditation through the NH Juvenile Court Diversion Network.

1.6.2. Youth Leadership Through Adventure (YLTA)

1.6.2.1. The Grantee must ensure the YLTA is implemented:

1.6.2.1.1. As a school-year long strategy with components including, but not limited to:

1.6.2.1.1.1. Summer Leadership Academies.

1.6.2.1.1.2. Adult Advisor trainings.

1.6.2.1.1.3. Middle and High School annual conferences.

1.6.2.1.1.4. The Regional YLTA Team.

1.6.2.1.1.5. Kids in Prevention (KIP) retreats.

1.6.2.1.2. Using experiential educational techniques based on the 15 constructs of Positive Youth Development.
1.6.2.2. The Grantee must reduce substance misuse and improve school climate in every North Country middle and high school through the evidence-based program, including:

1.6.2.2.1. Gorham High School;
1.6.2.2.2. Littleton High School;
1.6.2.2.3. Woodsville High School;
1.6.2.2.4. Groveton High School;
1.6.2.2.5. Berlin High School;
1.6.2.2.6. Lisbon High School;
1.6.2.2.7. White Mountain Regional High School;
1.6.2.2.8. Haverhill Cooperative Middle School;
1.6.2.2.9. Monroe Consolidated Middle School;
1.6.2.2.10. Lancaster Middle School;
1.6.2.2.11. Whitefield Middle School;
1.6.2.2.12. Berlin Middle School; and
1.6.2.2.13. Gorham Middle School.

1.6.2.3. The Grantee must work with Adolescent Drug and Alcohol Tools, Inc. (ADAPT) to provide support from a trained trainer to all schools to enhance the delivery of this evidence-based program.

1.6.3. The Grantee must strengthen community efforts to address substance use and misuse issues of concern in the communities identified above, utilizing the following three (3) strategies:

1.6.3.1. Implementing the Centers of Disease Control (CDC's), Opioid Overdose Prevention Program, evidence-based strategies for Preventing Opioid Overdose;

1.6.3.2. Leverage existing leadership team to expand a community-based, multi-sector coalition to address the substance misuse issues of concern; and

1.6.3.3. Coordinate with the NH Recovery Friendly Workplace initiative to recruit businesses and organizations in the designated communities and connect them to the Recovery Friendly Workplace Initiative, making them eligible to receive targeted recovery training and support.

1.6.4. In coordination with the local Doorway, the Grantee must ensure the provision of transportation to treatment programs for HIDTA
communities in the North Country in order to improve access to treatment and recovery supports for individuals with OUD and any co-occurring SUD/MH issues.

1.6.5. The Grantee must ensure the personnel provided to support the Restorative Justice Programs and the HIDTA Support Program includes:

1.6.5.1. One (1) Resiliency Coordinator, who:

1.6.5.1.1. Works with community stakeholders on the identification and response to risk factors including:

1.6.5.1.1.1. ACEs; and
1.6.5.1.1.2. Trauma.

1.6.5.1.2. Works with consortium members and partners to seek creative solutions that address the Social Determinants of Health.

1.6.5.1.3. Provides guidance and support for implementing strategies within:

1.6.5.1.3.1. Youth, Restorative Justice Program development; and
1.6.5.1.3.2. Recovery Friendly Workplace advocacy and recruitment.

1.6.5.1.4. Provides coalition development assistance in North Country communities where coalitions do not currently exist.

1.7. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.8. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.8.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and

1.8.2. Ensure the Department is provided with access that includes but is not limited to:

1.8.2.1. Data.
1.8.2.2. Financial records.
1.8.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.8.2.4. Scheduled access to Grantee principals and staff.

1.9. Reporting

1.9.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:

1.9.1.1. The name, mailing address, and physical address of the Grantee;
1.9.1.2. The time period covered by the report;
1.9.1.3. The date the report was prepared;
1.9.1.4. A detailed account of funding spent on approved uses;
1.9.1.5. The number of individuals served;
1.9.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
1.9.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.9.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to...
meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.
3.3.3.2. Resource directories.
3.3.3.3. Protocols or guidelines.
3.3.3.4. Posters.
3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder...
Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting...
encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee’s fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee’s fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department’s risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
**New Hampshire Department of Health and Human Services**  
**Complete one budget form for each State Fiscal Year/Budget Period.**

**Grantee Name:** North Country Health Consortium  
**Budget Request for:** Opioid Abatement Programs  
**Budget Period:** 12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)  
**Indirect Cost Rate (if applicable):** 30.4% Salaries and Wages only

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$126,083</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$29,088</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$1,000</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$2,800</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$11,644</td>
</tr>
<tr>
<td>7. Software</td>
<td>$2,000</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/Communications</td>
<td>$0</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$0</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$44,000</td>
</tr>
</tbody>
</table>

**Total Direct Costs**  
$216,615

**Total Indirect Costs**  
$47,172

**TOTAL**  
$263,787
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.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic data.
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.


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.


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
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

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 network.

V5. Last update 10/09/18
Contractor Initials ____________________________

DHHS Information Security Requirements
Page 3 of 9

4/7/2023
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and/or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department’s discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services  
Exhibit D  
DHHS Information Security Requirements  

e. limit disclosure of the Confidential Information to the extent permitted by law.  
f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).  
g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.  
h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.  
i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.  

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.  

V. LOSS REPORTING  
The Contractor must notify the State’s Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.  

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:  
1. Identify Incidents;  
2. Determine if personally identifiable information is involved in Incidents;  
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;  
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 05, 1998. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 301456
Certificate Number: 0006194726

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

I, Ken Gordon, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of North Country Health Consortium.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called, and held on October 21, 2021, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Lauren Pearson, Executive Director, and/or Michael Lee, Board President are duly authorized on behalf of North Country Health Consortium to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: 10/21/23

[Signature]

Name: Ken Gordon
Title: Board Vice President

Rev. 03/24/20
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Geo M Stevens & Son Co
149 Main Street
Lancaster NH 03564

CONTACT NAME: Patricia Bigelow-Emery
PHONE: (603) 788-2555  FAX: (603) 788-3901
EMAIL: pbigelow@gsn-ins.com

INSURED
North Country Health Consortium Inc
262 Cottage Street, Suite 230
Lisbon NH 03561

IN$URER(S) AFFORDING COVERAGE

INSURER A: Philadelphia Insurance Companies
INSURER B: Allied Eastern Indemnity Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>PHFK2506161</td>
<td>CLAIMS-MADE EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td>PROJECT LOC</td>
<td>01/01/2023 01/01/2024</td>
<td></td>
</tr>
<tr>
<td>GENERAL AGRGATE LIMIT APPLIES PER:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROJECT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>PHUB847311</td>
<td>EXCESS LIABILITY</td>
</tr>
<tr>
<td>OWNED AUTOS ONLY</td>
<td>01/01/2023 01/01/2024</td>
<td></td>
</tr>
<tr>
<td>SCHEDULED AUTOS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NON-OWNED AUTOS ONLY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OCCUR CLAIMS-MADE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DED RETENTION $10,000</td>
<td>&amp;</td>
<td></td>
</tr>
<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANY PROPRIETORS PARTNERS EXECUTIVE OFFICER MEMBER EXCLUDED?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Mandatory In NH)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101; Additional Remarks Schedule, may be attached if more space is required]

Health Consortium
NH Workers Compensation—excluded officers are Michael Lee, Shannon Bates, Kenneth Gordon

CERTIFICATE HOLDER
State of NH DHHS
129 Pleasant Street
Concord NH 03301-3852

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

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.
Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-15)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street</td>
</tr>
<tr>
<td></td>
<td>Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Upper Room, A. Family Resource Center</td>
<td>36 Tsienneto Road</td>
</tr>
<tr>
<td></td>
<td>Derry, NH 03038</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5. Grantee Phone #</th>
<th>1.6. Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 437-8477</td>
<td>05-095-092-920510-39500000-102-500731</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Months from G&amp;C Approval</td>
<td>$264,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

<table>
<thead>
<tr>
<th>1.11. Grantee Signature 1</th>
<th>1.12. Name &amp; Title of Grantee Signor 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brenda Guggisberg</td>
<td>Executive Director</td>
</tr>
</tbody>
</table>

Grantee Signature 2
Grantee Signature 3

<table>
<thead>
<tr>
<th>1.13. State Agency Signature(s)</th>
<th>1.14. Name &amp; Title of State Agency Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Katja S. Fox</td>
<td>Director</td>
</tr>
</tbody>
</table>

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: Robert W. Moore, Assistant Attorney General, On: 4/11/2023

1.16. Approval by Governor and Council (if applicable)

By: On:

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on which the Agreement is approved by the Governor and Council of the State of New Hampshire and signed by the State as shown in block 1.14 (the "Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1. The Grant Amount is identified and more particularly described in Exhibit C attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in Exhibit C.

5.3. In accordance with the provisions set forth in Exhibit C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the sum of $10,000,000.00 (the "Grant Amount") in accordance with the terms of this Agreement and subject to the provisions of this Section 5.2, the approval of the terms of this Agreement by the State, and the approval of such a Termination Report by the State.

5.4. The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unforeseen circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of the Agreement.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

6.1. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duties upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.2.

7. **RECORDS AND ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be submitted to the State when requested.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available the State all records pertaining to matters covered by this Agreement, including, but not limited to, contracts, invoices, materials, payroll, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with the entity identified as the Grantee in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, and graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

9.3. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATIVE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and to no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of these funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"): Failure to perform the Project satisfactorily or on schedule; or Failure to submit any report required hereunder; or Failure to maintain, or permit access to, the records required hereunder; or Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.1.1. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee the notice of termination; and

11.1.2. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.1.3. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.1.4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraph 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.**

13.1. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE. The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

- Statistical workers' compensation and employers liability insurance for all employees engaged in the performance of the Project, and
- General liability insurance against all claims of bodily injury, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 for property damage in any one incident; and
- The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

19. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the State, its officers and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefits.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement projects as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission) in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.

1.2. The Grantee must provide evidence-based prevention and early intervention programs and services to New Hampshire youth, ages 10 through 24, and their families.

1.3. The Grantee must ensure services are available in southern New Hampshire with a focus on the Greater Derry Area.

1.4. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.6. The Grantee must provide comprehensive adolescent wellness (AW) programs for youth, that:

1.6.1. Promote healthy, drug-free lifestyles;

1.6.2. Reduce isolation;

1.6.3. Build skills and confidence;

1.6.4. Promote resilience and strengths;

1.6.5. Foster positive relationships; and

1.6.6. Facilitate community-based prevention efforts.

1.7. The Grantee must ensure AW programs and services include the following evidence-based prevention and early intervention programming:

1.7.1. Phases Course: The Grantee must ensure the Phase Course:

1.7.1.1. Is conducted as a 12-hour course;

1.7.1.2. Is led by trained facilitators;

1.7.1.3. Is conducted in a small group setting of six (6) to ten (10) youth;

1.7.1.4. Is offered a minimum of six (6) times per year;

1.7.1.5. Includes the Screening, Brief Intervention, and Referral to Treatment (SBIRT) screening;

1.7.1.6. Includes pre and post-tests;

1.7.1.7. Provides participants an opportunity to:
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT B

1.7.1.7.1. Evaluate their own personal relationship with dangerous or controlled substances, leading to a better understanding of how to reduce their risk and live a substance free life;

1.7.1.7.2. Review the biological and community influences that affect their choices and how to assess and avoid risk; and

1.7.1.7.3. Ensure families receive written recommendations for additional services as appropriate.

1.7.2. Take Control: The Grantee must ensure the Take Control program:

1.7.2.1. Is conducted as a 10-hour course;

1.7.2.2. Is led by trained facilitators;

1.7.2.3. Is conducted in small group settings of four (4) to ten (10) youth;

1.7.2.4. Is offered a minimum of six (6) times per year;

1.7.2.5. Provides an opportunity for participants to identify:

1.7.2.5.1. Root causes of their anger;

1.7.2.5.2. How anger affects their lives, their family's lives, and all their life environments.

1.7.2.5.3. Strategies to resolve conflict in healthy ways;

1.7.2.6. Provides families with a written report that includes recommendations to additional services, as appropriate, at course completion.

1.7.3. Rejuven8: The Grantee must ensure the Rejuven8 program:

1.7.3.1. Is offered to high school students who have multiple day suspensions;

1.7.3.2. Operates daily throughout the school year;

1.7.3.3. Is conducted in a three (3)-hour session;

1.7.3.4. Accommodates up to ten (10) students;

1.7.3.5. Includes:

1.7.3.5.1. SBIRT screening;

1.7.3.5.2. Academic support;

1.7.3.5.3. Counseling;

1.7.3.5.4. Life skills;
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.7.3.5.5. Addressing risk-taking or anti-social behaviors;
1.7.3.5.6. Linkages to internal and external services;
1.7.3.5.7. Access to wellness services; and
1.7.3.5.8. Back-to-school transition plans.

1.7.3.6. Ensures all participants are referred to additional services, as appropriate, including but not limited to:
1.7.3.6.1. Phases.
1.7.3.6.2. Take Control.
1.7.3.6.3. Vaping Deterrent Workshops.
1.7.3.6.4. Treatment.

1.7.4. Vaping Deterrent Workshops: The Grantee must ensure Vaping Deterrent Workshops:
1.7.4.1. Are offered separately to middle and high school students, ages 10 through 18, twice per month, with no size limit;
1.7.4.2. Empower youth with the knowledge and skills needed to make informed decisions about e-cigarettes and resist social pressures to vape; and
1.7.4.3. Include, but are not limited to the following topics:
   1.7.4.3.1. Risks of vaping.
   1.7.4.3.2. How vaping affects the brain, lungs, heart and behavior.

1.7.5. Teen Talk: The Grantee must ensure the Teen Talk strengths-based prevention education program:
1.7.5.1. Is available to youth ages 13 through 18;
1.7.5.2. Is offered weekly during after-school hours, with no size limit; and
1.7.5.3. Offers participants a place to talk, connect, and support each other.

1.7.6. Community Service Learning Opportunities: The Grantee must ensure Community Service Learning Opportunities:
1.7.6.1. Provides supervised learning opportunities for youth ages 13 through 17;
1.7.6.2. Is targeted to youth prior to entering the juvenile justice system;
1.7.6.3. Is operated in three (3)-hour sessions offered twice per week.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.7.6.4. Accommodates six (6) to eight (8) youth per session.
1.7.6.5. Encourages youth to choose and maintain healthy behaviors and choices by modeling and promoting law-abiding and pro-social behavior;
1.7.6.6. Offers participants the opportunity to complete meaningful projects by supporting local nonprofits, organizations and working directly with community members; and
1.7.6.7. Builds key skills including, but not limited to:
   1.7.6.7.1. Independence.
   1.7.6.7.2. Self-confidence.
   1.7.6.7.3. Leadership.
   1.7.6.7.4. Self-esteem.
   1.7.6.7.5. Teamwork.
   1.7.6.7.6. Social skills.
   1.7.6.7.7. Employment development.

1.7.7. Parent and Caregiver Café: The Grantee must ensure the Parent and Caregiver Café:
   1.7.7.1. Operates as an open-ended weekly support group for parents and caregivers with no size limit;
   1.7.7.2. Gives participants an opportunity to:
      1.7.7.2.1. Discuss concerns;
      1.7.7.2.2. Learn workable strategies to address problem behaviors; and
      1.7.7.2.3. Learn to create new responses to the situations to ensure more positive outcomes, and gain access to internal and external services, as needed.

1.7.8. Greater Derry Juvenile Diversion: The Grantee must ensure the Greater Derry Juvenile Diversion program:
   1.7.8.1. Is offered as a court-approved youth aged 11 through 18 who have committed juvenile offences, to:
      1.7.8.1.1. Reduce repeat offenses;
      1.7.8.1.2. Increase positive decision-making skills; and
      1.7.8.1.3. Hold youth accountable for their actions.
   1.7.8.2. Employs the six (6) principles of restorative justice, including:

The Upper Room, A Family Resource Center
RGA-2023-DBH-01-OPIOI-15
Page 4 of 8

Grantee Initials [BG]
Date 4/6/2023
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT B

1.7.8.2.1. Participant accountability;  
1.7.8.2.2. Participant education;  
1.7.8.2.3. Victim involvement;  
1.7.8.2.4. Victim reparation;  
1.7.8.2.5. Community involvement; and  
1.7.8.2.6. Community reparation.

1.7.9. **Compass:** The Grantee must ensure the Compass Program provides case management and navigator supportive services in Rockingham County, that:

1.7.9.1. Are available to individuals under the age of 25, who are:
   1.7.9.1.1. Experiencing homelessness;  
   1.7.9.1.2. At imminent risk of homelessness;  
   1.7.9.1.3. Living in unstable housing; or  
   1.7.9.1.4. Are fleeing dangerous situations.

1.7.9.2. Serve as the first point of contact for individuals seeking resources to mitigate and improve the circumstances that lead to stable housing;

1.7.9.3. Ensure participants receive assistance with emotional and behavioral health challenges;

1.7.9.4. Ensure participants are connected to services, as appropriate; and

1.7.9.5. Work with participants to develop a plan for permanency.

1.8. The Grantee must ensure the AW programs and services described in this Agreement are implemented to fidelity and as intended.

1.9. The Grantee must ensure AW participants' personally identifiable information, protected health information, Substance Use Disorder (SUD) information, and other state or federally regulated information whether verbal, digital, or hard copy is not shared in association with this Agreement.

1.10. The Grantee must maintain sufficient staffing necessary to perform and carry out all functions, requirements, roles, and duties of the Agreement.

1.11. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.12. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:  

Grantee Initials: BG  
Date: 4/6/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.12.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and
1.12.2. Ensure the Department is provided with access that includes but is not limited to:
   1.12.2.1. Data.
   1.12.2.2. Financial records.
   1.12.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.
   1.12.2.4. Scheduled access to Grantee principals and staff.

1.13. Reporting

1.13.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:
   1.13.1.1. The name, mailing address, and physical address of the Grantee;
   1.13.1.2. The time period covered by the report;
   1.13.1.3. The date the report was prepared;
   1.13.1.4. A detailed account of funding spent on approved uses;
   1.13.1.5. The number of individuals served;
   1.13.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
   1.13.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.13.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms
3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, “The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs

EXHIBIT B

evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.

Grantee Initials

Date 4/6/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee’s fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee’s fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department’s risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to
which exception has been taken, or which have been disallowed because of such an exception.
**New Hampshire Department of Health and Human Services**

*Complete one budget form for each State Fiscal Year/Budget Period.*

**Grantee Name:** The Upper Room, a Family Resource Center

**Budget Request for:** Opioid Abatement Programs

**Budget Period:** 12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)

**Indirect Cost Rate (if applicable):** 0.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$87,925</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$13,600</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$2,500</td>
</tr>
<tr>
<td>5(a) Supplies - Educational</td>
<td>$3,000</td>
</tr>
<tr>
<td>5(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5(e) Supplies Office</td>
<td>$1,600</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$3,000</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
</tr>
<tr>
<td>8(a) Other - Marketing/Communications</td>
<td>$2,200</td>
</tr>
<tr>
<td>8(b) Other - Education and Training</td>
<td>$2,200</td>
</tr>
<tr>
<td>8(c) Other - Other (specify below)</td>
<td></td>
</tr>
<tr>
<td>Other: Occupancy</td>
<td>$10,000</td>
</tr>
<tr>
<td>Other Professional:</td>
<td></td>
</tr>
<tr>
<td>Fees/Insurances</td>
<td>$8,675</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td><strong>$132,000</strong></td>
</tr>
<tr>
<td><strong>Total Indirect Costs</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$132,000</strong></td>
</tr>
</tbody>
</table>

4/6/2023

Page 1 of 1
New Hampshire Department of Health and Human Services  
Complete one budget form for each State Fiscal Year/Budget Period.  
Grantee Name: The Upper Room, a Family Resource Center  
Budget Request for: Opioid Abatement Programs  
Budget Period: 24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)  
Indirect Cost Rate (if applicable): 0.00%  

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$87,925</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$13,600</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$2,500</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$3,000</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$1,600</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$300</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/Communications</td>
<td>$2,200</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$2,200</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td></td>
</tr>
<tr>
<td>Other:Occupancy</td>
<td>$10,000</td>
</tr>
<tr>
<td>Other Professional:</td>
<td></td>
</tr>
<tr>
<td>Fees/Insurances</td>
<td>$8,675</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td>$132,000</td>
</tr>
<tr>
<td><strong>Total Indirect Costs</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$132,000</td>
</tr>
</tbody>
</table>

4/6/2023
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 as "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


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.


12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a
request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State’s Privacy Officer and the State’s Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:

1. Identify Incidents;

2. Determine if personally identifiable information is involved in Incidents;

3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE UPPER ROOM, A FAMILY RESOURCE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 30, 1986. I further certify that all fees and documents required by the Secretary of State’s office have been received and is in good standing as far as this office is concerned.

Business ID: 81048
Certificate Number: 0006197487

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 5th day of April A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

Mathew V. Solsso
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Upper Room
   (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and
   held on April 6, 2023, at which a quorum of the Directors/shareholders was present and voting.
   (Date)

   VOTED: That Brenda Guoelsber (may list more than one person)
   (Name and Title of Contract Signatory)

   Is duly authorized on behalf of The Upper Room to enter into contracts or agreements with the State
   (Name of Corporation/LLC)

   of New Hampshire and any of its agencies or departments and further is authorized to execute any and all
   documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which
   may in his/her judgment be desirable or necessary to effect the purpose of this vote.

   3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the
      date of the contract/contract amendment to which this certificate is attached. This authority was valid thirty (30)
      days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify
      that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s)
      listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To
      the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with
      the State of New Hampshire, all such limitations are expressly stated herein.

   Dated: 4/6/23

   Signature of Elected Officer
   Name: Mathew V. Solsso
   Title: BOARD PRESIDENT

Rev. 03/24/20
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)**

03/07/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:**

FIAI/Cross Insurance

1100 Elm Street

Manchester, NH 03101

**INSURED:**

The Upper Room a Family Resource Center

36 Tsenneto Road

P.O. Box 1017

Derry, NH 03038

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURANCE POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHPK2431376</td>
<td>07/01/2022</td>
<td>07/01/2023</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>PHUB820710</td>
<td>07/01/2022</td>
<td>07/01/2023</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101), Additional Remarks Schedule, may be attached if more space is required**

Refer to policy for exclusionary endorsements and special provisions.

**CERTIFICATE HOLDER CANCELLATION**

State of New Hampshire Department of Health and Human Services

129 Pleasant Street

Concord, NH 03301-3857

**AUTHORIZED REPRESENTATIVE**

© 1988-2015 ACORD CORPORATION. All rights reserved.
Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OPIOI-16)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>Block</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>State Agency Name</td>
</tr>
<tr>
<td>1.2</td>
<td>State Agency Address</td>
</tr>
<tr>
<td>1.3</td>
<td>Grantee Name</td>
</tr>
<tr>
<td>1.4</td>
<td>Grantee Address</td>
</tr>
<tr>
<td>1.5</td>
<td>Grantee Phone #</td>
</tr>
<tr>
<td>1.6</td>
<td>Account Number</td>
</tr>
<tr>
<td>1.7</td>
<td>Completion Date</td>
</tr>
<tr>
<td>1.8</td>
<td>Grant Limitation</td>
</tr>
<tr>
<td>1.9</td>
<td>Grant Officer for State Agency</td>
</tr>
<tr>
<td>1.10</td>
<td>State Agency Telephone Number</td>
</tr>
<tr>
<td>1.11</td>
<td>State Agency Telephone Number</td>
</tr>
<tr>
<td>1.12</td>
<td>Name &amp; Title of Grantee Signor 1</td>
</tr>
<tr>
<td>1.13</td>
<td>Stephe n Slayton Executive Director</td>
</tr>
<tr>
<td>1.14</td>
<td>Name &amp; Title of Grantee Signor 2</td>
</tr>
<tr>
<td>1.15</td>
<td>Name &amp; Title of Grantee Signor 3</td>
</tr>
<tr>
<td>1.16</td>
<td>Name &amp; Title of State Agency Signor(s)</td>
</tr>
<tr>
<td>1.17</td>
<td>Approval by Attorney General (Form, Substance and Execution)</td>
</tr>
<tr>
<td>1.18</td>
<td>Approval by Governor and Council (if applicable)</td>
</tr>
</tbody>
</table>

1.1 Scope of Work: In exchange for grant funds provided by the State of New Hampshire, acting
through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in
block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly
described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to
as "the Project").

Page 1 of 3

Contractor Initials 4/6/2023
3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, or 90 days after the date of execution, whichever occurs later. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer shall be final.

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as “the Completion Date”).

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS.**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C. The manner of, and schedule of payment shall be as set forth in EXHIBIT C. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer shall be final.

5.2. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.2 those sums required, or permitted, to be withheld pursuant to N.H. RSA 31-95-b.

5.3. The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.4. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unforeseen circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer shall be final.

7. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, legal fees, and other expenses, and such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee’s normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records containing to matters covered by this Agreement. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer shall be final.

8. **PERSONNEL.**

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer shall be final.

9. **DATA: RETENTION OF DATA: ACCESS.**

9.1. As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, forms, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer shall be final.

Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire, or 90 days after the date of execution, whichever occurs later.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project and shall be properly licensed and authorized to perform such Project under all applicable laws.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

**CONDITIONAL NATURAL AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the parties hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and if in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of such funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

**EVENT OF DEFAULT: REMEDIES.**

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):

1. Failure to perform the Project satisfactorily or on schedule;
2. Failure to submit any report required hereunder;
3. Failure to maintain, or permit access to, the records required hereunder;
4. Failure to perform any of the other covenants and conditions of this Agreement.

Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

1. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination;
2. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
3. Setoff against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
4. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**TERMINATION.**

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Sate shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) in detail all Project Work performed, and the Grant Amount earned, and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, or any representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
approval of the undertaking or carrying out of such Project, shall participate in any
decision relating to this Agreement which affects his or her personal interest
or the interest of any corporation, partnership, or association in which he or she
is directly or indirectly interested, nor shall he or she have any personal or
pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEES’ RELATION TO THE STATE. In the performance of this
Agreement the Grantee, its employees, and any subcontractor or subgrantee
of the Grantee are in all respects independent contractors, and are not agents
or employees of the State. Neither the Grantee nor any of its officers,
employees, agents, members, subcontractors or subgrantees, shall have authority
to bind the State nor are they entitled to any of the benefits, workers’
compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or
otherwise transfer any interest in this Agreement without the prior written
consent of the State. None of the Project Work shall be subcontracted or
subgranted by the Grantee other than as set forth in Exhibit B without the prior
written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold
harmless the State, its officers and employees, from and against any and all
liabilities or penalties asserted against the State, its officers and employees, by
or on behalf of any person, on account of, based on, resulting from, arising out
of (or which may be claimed to arise out of) the acts or omissions of the Grantee
or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding
the foregoing, nothing herein contained shall be deemed to constitute a waiver
of the sovereign immunity of the State, which immunity is hereby reserved to
the State. This covenant shall survive the termination of this agreement.

17. INSURANCE. The Grantee shall, at its own expense, obtain and maintain in force, or shall
require any subcontractor, subgrantee or assignee performing Project work to
obtain and maintain in force, both for the benefit of the State, the following
insurance:

17.1 Statutory workers’ compensation and employees liability insurance for all
employees engaged in the performance of the Project, and

17.1.1 General liability insurance against all claims of bodily injuries, death or property
damage, in amounts not less than $1,000,000 per occurrence and $2,000,000
aggregate for bodily injury or death any one incident, and $500,000 for property
damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard
form employed in the State of New Hampshire, issued by underwriters acceptable
to the State, and authorized to do business in the State of New Hampshire. Grantee
shall furnish to the State, certificates of insurance for all renewal(s) of insurance
required under this Agreement no later than ten (10) days prior to the expiration
date of each insurance policy.

WAIVER OF BREACH. No failure by the State to enforce any provisions
hereof after any Event of Default shall be deemed a waiver of its rights with regard
to that Event, or any subsequent Event. No express waiver of any Event of Default
shall be deemed a waiver of any provisions hereof. No such failure of waiver
shall be deemed a waiver of the right of the State to enforce each and all of the
provisions hereof upon any further or other default on the part of the Grantee.

NOTICE. Any notice by a party hereto to the other party shall be deemed to have
been duly delivered or given at the time of mailing by certified mail, postage
prepaid, in a United States Post Office addressed to the parties at the addresses
first above given.

AMENDMENT. This Agreement may be amended, waived or discharged only
by an instrument in writing signed by the parties hereto and only after approval
of such amendment, waiver or discharge by the Governor and Council of the State
of New Hampshire, if required or by the signing State Agency.

CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall
be construed in accordance with the law of the State of New Hampshire, and is
binding upon and inures to the benefit of the parties and their respective successors
and assignees. The captions and contents of the “subject” blank are used only as
a matter of convenience, and are not to be considered a part of this Agreement or
to be used in determining the intent of the parties hereto.

THIRD PARTIES. The parties hereto do not intend to benefit any third parties
and this Agreement shall not be construed to confer any such benefit.

ENTIRE AGREEMENT. This Agreement, which may be executed in a number
of counterparts, each of which shall be deemed an original, constitutes the entire
agreement and understanding between the parties, and supersedes all prior
agreements and understandings relating hereto.

SPECIAL PROVISIONS. The additional or modifying provisions set forth in
Exhibit A hereto are incorporated as part of this agreement.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT B

Scope of Services

1. Statement of Work
   1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission) in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.
   1.2. The Grantee must provide services to individuals who:
       1.2.1. Are aged 18 or older; and
       1.2.2. Have, or are at risk of developing, an Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder (SUD) and/or Mental Health (MH) challenges.
   1.3. The Grantee must ensure services are available in the following New Hampshire (NH) Counties:
       1.3.1. Sullivan County; and
       1.3.2. Lower Grafton County.
   1.4. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.
   1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.
   1.6. The Grantee must provide and maintain access to recovery supports and services at its community-based Drop-In Program in Claremont, NH.
   1.7. The Grantee must increase access to recovery supports and services by developing, operating, and maintaining a Drop-In Program in Lebanon, NH.
       1.7.1. The Grantee must ensure the Drop-In Program located in Lebanon, NH is fully operational no later than three (3) months from the Effective Date of this Agreement.
       1.7.2. If the Drop-In Program in Lebanon, NH is anticipated to not be fully operational within three (3) months from the Effective Date of the Agreement, the Grantee must notify the Department in writing. The notification must include at a minimum:
           1.7.2.1. Reason(s) for delay;
           1.7.2.2. Request to update operations timeline;
           1.7.2.3. Proposed updated operations timeline; and
           1.7.2.4. Identified strategies to ensure updated operations timeline is successful and adhered to.
   1.8. The Grantee must ensure Drop-In Program services can be accessed by
individuals seeking services in multiple ways, including, but not limited to:

1.8.1. Walk-in.
1.8.2. Phone.
1.8.3. Virtual meetings.

1.9. The Grantee must ensure Drop-In Program services are provided at no cost to individuals with OUD and/or a co-occurring SUD and MH and include, but are not limited to:

1.9.1. Resource navigation and connection that addresses basic needs, including, but not limited to:
   1.9.1.1. Housing.
   1.9.1.2. Transportation.
   1.9.1.3. Food.

1.9.2. Assistance applying for public benefits through NH Easy.

1.9.3. Assistance enrolling in evidence-based recovery support programs and services, including, but not limited to:
   1.9.3.1. Peer Recovery Coaching.
   1.9.3.2. Recovery Support Groups.
   1.9.3.3. Home Visiting Services.
   1.9.3.4. Parent Education Services.

1.9.4. Direct financial assistance with expenses that affect sustained recovery and treatment adherence including:
   1.9.4.1. Housing;
   1.9.4.2. Utilities;
   1.9.4.3. Transportation;
   1.9.4.4. Childcare;
   1.9.4.5. Food; and
   1.9.4.6. Healthcare.

1.9.5. Telephone recovery and peer support.

1.9.6. Support accessing behavioral health services as appropriate and clinically indicated, including, but not limited to:
   1.9.6.1. Medications for Substance Use Disorders.
   1.9.6.2. Inpatient or outpatient treatment programs.
   1.9.6.3. Child and Family Therapy Services.
1.10. The Grantee must accept referrals for Drop-In Program services from:
   1.10.1. Community partners;
   1.10.2. Employers;
   1.10.3. Treatment providers;
   1.10.4. Peer networks; and
   1.10.5. Self-referral.

1.11. The Grantee must develop and implement an outreach and marketing plan that
      encourages community partners to refer individuals who have, or are at risk of
developing, OUD and/or co-occurring SUD/MH issues to the Drop-In Programs. The
Grantee must ensure community partners engaged in outreach efforts include, but are not
limited to:
   1.11.1. Employers.
   1.11.2. Peer Recovery Specialists.
   1.11.3. Primary and Behavioral Healthcare Professionals.
   1.11.4. Community members.

1.12. Staffing
   1.12.1. The Grantee must maintain appropriate staffing levels at both Drop-In
Program locations, necessary to perform and carry out all of the
functions, requirements, roles and duties in this Agreement. The
Grantee must ensure the personnel provided include, at minimum:
       1.12.1.1. Two (2) full-time equivalent (FTE) Certified Recovery Support
Workers; and
       1.12.1.2. One half (.5) FTE Volunteer Coordinator.
   1.12.2. The Grantee must notify the Department of Drop-In Program staffing
shortages within five (5) days of realizing the shortage. The Grantee
must ensure notification includes, but Is not limited to:
       1.12.2.1. Reason for staffing shortage.
       1.12.2.2. Plan for ensuring program participants do not experience a
gap in Drop-In Program services.
       1.12.2.3. Strategies for mitigating staffing shortage.
       1.12.2.4. Timeline for rectifying staffing shortage.
   1.12.3. The Grantee must ensure Drop-In Program staff and volunteers are
trained to conduct intakes to facilitate efficient enrollment in additional
recovery support services.
   1.12.4. The Grantee must ensure Drop-In Program staff and volunteers are
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Certified Recovery Support Workers (CRSW), or obtain CRSW certification within one (1) year of their date of hire, in accordance with the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals.

1.12.5. The Grantee must ensure each Certified Recovery Support Worker, at a minimum:

1.12.5.1. Provides resource navigation and refers individuals to services that address the Social Determinants of Health;
1.12.5.2. Assists individuals with applying for direct financial assistance for expenses and supplies that affect recovery and treatment;
1.12.5.3. Coordinates the disbursement and tracking of direct financial assistance funds;
1.12.5.4. Provides direct support with accessing behavioral health, treatment services, and recovery supports including advocacy, application process, arranging transportation, and providing/securing financial assistance;
1.12.5.5. Conducts screenings and provides support for the referral and intake process for additional Contractor or partner programs;
1.12.5.6. Maintains adequate walk-in coverage of the Drop-In Programs;
1.12.5.7. Trains and manages volunteers providing telephone recovery and peer support; and
1.12.5.8. Builds and maintains communication with community partners for referrals and resource navigation.
1.12.5.9. Facilitates the compilation and upkeep of a resource list for Contractor staff and a website list for the TLC community.
1.12.5.10. Maintains weekly logs of the duties listed above to assist the Department in tracking progress of the program outlined in this agreement.

1.12.6. The Grantee must ensure the Volunteer Coordinator, at a minimum, recruits, trains, and supervises volunteers.

1.13. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.14. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:

1.14.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.14.2. Ensure the Department is provided with access that includes, but is not limited to:
   1.14.2.2. Financial records.
   1.14.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.
   1.14.2.4. Scheduled access to Grantee principals and staff.

1.15. Reporting

   1.15.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:
      1.15.1.1. The name, mailing address, and physical address of the Grantee;
      1.15.1.2. The time period covered by the report;
      1.15.1.3. The date the report was prepared;
      1.15.1.4. A detailed account of funding spent on approved uses;
      1.15.1.5. The number of individuals served;
      1.15.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
      1.15.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

   1.15.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

   2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

   3.1. Impacts Resulting from Court Orders or Legislative Changes
      3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities.
and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.
3.3.3.2. Resource directories.
3.3.3.3. Protocols or guidelines.
3.3.3.4. Posters.
3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting...
procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

      Financial Manager
      Department of Health and Human Services
      105 Pleasant Street
      Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, Ill-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee’s fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee’s fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department’s risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

which exception has been taken, or which have been disallowed because of such an exception.
New Hampshire Department of Health and Human Services  
Complete one budget form for each State Fiscal Year/Budget Period.  
Grantee Name: TLC Family Resource Center  
Budget Request for: Opioid Abatement Programs  
Budget Period: 12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)  
Indirect Cost Rate (if applicable) 10.00%  

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$134,543</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$26,909</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$2,040</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$7,600</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$25,000</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$600</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$2,500</td>
</tr>
<tr>
<td>7. Software</td>
<td>$3,480</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/Communications</td>
<td>$600</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$2,000</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td></td>
</tr>
<tr>
<td>Building Lease</td>
<td>$39,600</td>
</tr>
<tr>
<td>Utilities</td>
<td>$5,400</td>
</tr>
<tr>
<td>Furnishings</td>
<td>$14,200</td>
</tr>
<tr>
<td>Phone System</td>
<td>$1,952</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$266,424</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$26,438</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$292,862</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services

Grantee Name: TLC Family Resource Center

Budget Request for: Opioid Abatement Programs

Budget Period: 24 Months from G&C Approval (Portion of SFY24 and Portion of SFY25)

Indirect Cost Rate (if applicable): 10.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$138,579</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$27,715</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$2,040</td>
</tr>
<tr>
<td>5. (a) Supplies - Educational</td>
<td>$0</td>
</tr>
<tr>
<td>5. (b) Supplies - Lab</td>
<td>$0</td>
</tr>
<tr>
<td>5. (c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5. (d) Supplies - Medical</td>
<td>$25,000</td>
</tr>
<tr>
<td>5. (e) Supplies Office</td>
<td>$600</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$2,500</td>
</tr>
<tr>
<td>7. Software</td>
<td>$3,480</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/ Communications</td>
<td>$600</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$2,000</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$41,184</td>
</tr>
<tr>
<td>Building Lease</td>
<td>$41,184</td>
</tr>
<tr>
<td>Utilities</td>
<td>$5,400</td>
</tr>
<tr>
<td>Phone System</td>
<td>$1,952</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Direct Costs          | $251,050                       |

Total Indirect Costs        | $24,901                        |

TOTAL                      | $275,951                       |
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.


3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation. Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


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.


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
New Hampshire Department of Health and Human Services
Exhibit D
DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User’s mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under state law.

13. Contractor agrees to, establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PPI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor initials

Date 4/6/2023
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TLC FAMILY RESOURCE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 14, 2004. 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: 461338.
Certificate Number: 0006198512

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of April A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

1. ________________, hereby certify that:
   (Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

   1. I am a duly elected Clerk/Secretary/Officer of ________________.
      (Corporation/LLC Name)

   2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and
      held on ________________, 20__ __, at which a quorum of the Directors/shareholders were present and
      voting.

      VOTED: That ________________ (may list more than one person)
      (Name and Title of Contract Signatory)

      is duly authorized on behalf of ________________ to enter into contracts or agreements with
      the State
      (Name of Corporation/LLC)

      of New Hampshire and any of its agencies or departments and further is authorized to execute any and all
      documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which
      may in his/her judgment be desirable or necessary to effect the purpose of this vote.

   3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the
      date of the contract/contract amendment to which this certificate is attached. This authority remains valid for
      thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of
      New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the
      position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any
      limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire,
      all such limitations are expressly stated herein.

   Dated: ________________
   ________________________
   Signature of Elected Officer
   Name:
   Title:

Rev. 03/24/20
**ACORD CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
The Hilb Group New England, LLC
PO Box 606
Keene NH 03431

**INSURED**
TLC Family Resource Center
P.O. Box 1098
Claremont NH 03743

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>NAIC</th>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Philadelphia Indemnity Insurance Co</td>
<td>PHPK2415065</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td>18558</td>
<td></td>
<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PHPK2415065</td>
<td>AUTOMOBILE LIABILITY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>WORKERS' COMPENSATION</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PER INCIDENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OTH-ER</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
</tr>
</tbody>
</table>

**COVERAGES**

<table>
<thead>
<tr>
<th>CERTIFICATE NUMBER:</th>
<th>REVISION NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CL227819256</td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATE HOLDER**

NH Dept of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
**CERTIFICATE OF LIABILITY INSURANCE**

Date (MM/DD/YYYY): 07/07/2022

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

E & S Insurance Services LLC  
21 Meadowbrook Lane  
P O Box 7425  
Gilford NH 03247-7425

**CERTIFICATE NUMBER:** CL27711496

**INSURED**

TLC Family Resource Center  
P O Box 1098  
Claremont NH 03743

**COVERAGES**

**CERTIFICATE NUMBER:** CL27711496  
**REVISION NUMBER:**

<table>
<thead>
<tr>
<th>INSURER(s) AFFORDING COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER A: Markel Insurance</td>
<td>37164F</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101)**

**CERTIFICATE HOLDER 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**

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)  
The ACORD name and logo are registered marks of ACORD
GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. Identification and Definitions.

<table>
<thead>
<tr>
<th>1.1. State Agency Name</th>
<th>1.2. State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Hampshire Department of Health and Human Services</td>
<td>129 Pleasant Street Concord, NH 03301-3857</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3. Grantee Name</th>
<th>1.4. Grantee Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weeks Medical Center</td>
<td>173 Middle Street Lancaster, NH 03584</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5. Grantee Phone #</th>
<th>1.6. Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 788-5030</td>
<td>05-095-092-920510-99500000-102-500731</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 Months from G&amp;C Approval</td>
<td>$458,270</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.9. Grant Officer for State Agency</th>
<th>1.10. State Agency Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert W. Moore, Director</td>
<td>(603) 271-9631</td>
</tr>
</tbody>
</table>

If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

Grantee Signature 1
Michael Lee
4/10/2023
Michael Lee President & CEO

Grantee Signature 2
Name & Title of Grantee Signor 2

Grantee Signature 3
Name & Title of Grantee Signor 3

State Agency Signature(s)
Katja S. Fox
4/10/2023
Katja S. Fox Director

1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

1.16. Approval by Governor and Council (if applicable)
By: On:

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS:

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete, payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding any exceptions, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.

6.1. The Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duties upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-9b-5.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.

8.1. The Grantee is at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, data, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever. No data shall be subject to copyright in the United States or any other country by anyone other than the State. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, reissue, distribute and otherwise use, in whole or in part, all data.

9.3. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

10. EVENT OF DEFAULT: REMEDIES.

10.1. Failure to perform the Project satisfactorily or on schedule;

10.2. Failure to submit any report required hereunder, or

10.3. Failure to maintain, or permit access to, the records required hereunder;

10.4. Failure to perform any of the other covenants and conditions of this Agreement.

11.1. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.1.1. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after the date of termination.

11.1.2. Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.1.3. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of, this Agreement, including, but not limited to, all studies, reports, files, reproductions, drawings, analyses, graphic representations, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial examinations, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

11.1.4. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.1.5. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after the date of termination.

11.1.6. Give the Grantee a written notice specifying the Event of Default and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.1.7. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of, this Agreement, including, but not limited to, all studies, reports, files, reproductions, drawings, analyses, graphic representations, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial examinations, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

11.1.8. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.1.9. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after the date of termination.

11.1.10. Give the Grantee a written notice specifying the Event of Default and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.1.11. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of, this Agreement, including, but not limited to, all studies, reports, files, reproductions, drawings, analyses, graphic representations, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial examinations, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

11.1.12. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after the date of termination.

11.1.13. Give the Grantee a written notice specifying the Event of Default and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.1.14. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of, this Agreement, including, but not limited to, all studies, reports, files, reproductions, drawings, analyses, graphic representations, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial examinations, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

11.1.15. Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after the date of termination.

11.1.16. Give the Grantee a written notice specifying the Event of Default and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.1.17. Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of, this Agreement, including, but not limited to, all studies, reports, files, reproductions, drawings, analyses, graphic representations, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial examinations, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE’S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen’s compensation or enrollments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. **INSURANCE.** The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1 Statutory workers’ compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.1 General liability insurance against all claims of bodily injury, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the “subject” blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor’s performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must provide the qualifying opioid abatement projects as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission) in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86, and as described in this Agreement.

1.2. The Grantee must ensure services are available in Coos County and upper Grafton County of New Hampshire.

1.3. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.

1.4. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.

1.5. Behavioral Health Department Oversight Improvement

1.5.1. The Grantee must conduct a Behavioral Health Department Improvement process to improve oversight behavioral health programs, including Medications for Substance Use Disorders (MSUD) and enhance care through evidence-based, best practices.

1.5.2. The Grantee must ensure program comprehensiveness and outline best practices for program expansion by:

1.5.2.1. Reviewing current policies and procedures;

1.5.2.2. Providing recommendations for updating policies and procedures;

1.5.2.3. Developing additional policies and procedures that enhance care through evidence-based, best practices, if needed;

1.5.2.4. Identifying internal gaps and barriers; and

1.5.2.5. Recommending solutions and enhancements for mitigating gaps and barriers.

1.5.3. The Grantee must ensure the personnel provided participate in the Improvement process, and include, but are not limited to:

1.5.3.1. Members of the Behavioral Health Team.

1.5.3.2. Members of Organizational Management.

1.5.3.3. Behavioral Health Leaders.

1.6. Provider Incentive Program

1.6.1. The Grantee must provide incentives to recruit Opioid Use Disorder (OUD) and Substance Use Disorder (SUD) and Mental Health (MH) personnel (Providers) in order to expand services in the Grantee's
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

North Country Recovery Center (Center), including, at a minimum:

1.6.1.1. One (1) Psychiatrist; and

1.6.1.2. Two (2) Licensed Independent Clinical Social Workers
  (LICSW) and/or Master Licensed Alcohol and Drug
  Counselors (MLADC).

1.6.2. The Grantee must provide a maximum of $31,000 in sign-on bonuses
  to Providers identified above as follows:

1.6.2.1. $16,000 per Psychiatrist; and

1.6.2.2. $7,500 per LICSW and/or MLADC.

1.6.3. The Grantee must provide up to two (2) annual retention bonuses to
  Providers, not exceed $10,000 per Provider per fiscal year, as follows:

1.6.3.1. Up to $150,000 in retention bonuses provided to up to 15
  Providers per year through 24 months after the Effective
  Date of the Agreement.

1.6.4. The Grantee must ensure each Provider meets or exceeds annual
  retention bonus requirements, prior to being awarded the bonus, as
  follows:

1.6.4.1. Provider must be currently employed by the end of the
  Grantee's fiscal year;

1.6.4.2. Provider has met all performance measures, related to their
  position, per Grantee's requirements; and

1.6.4.3. Provider notes for all individuals receiving services through
  the Provider are complete per Grantee's requirements.

1.7. Expanded Access to Housing

1.7.1. The Grantee must oversee the planning and architectural design of a
  building to be used by the Grantee to provide intensive outpatient
  program services, transitional housing, and inpatient services for
  individuals with OUD and any co-occurring SUD/MH issues in the
  Grantee's service area. The Grant must ensure the building design:

1.7.1.1. Offers an environment that promotes positive recovery
  outcomes for individuals with OUD and any co-occurring
  SUD/MH issues.

1.7.1.2. Complies with the Americans with Disability Act (ADA).

1.7.2. The Grantee must engage with a qualified architectural firm to
  complete the building design.

1.7.3. The Grantee must provide management team personnel to conduct
  project oversight, including, but not limited to:
1.7.3.1. Design review.
1.7.3.2. Feasibility studies.
1.7.3.3. Cost analysis.
1.7.3.4. Project approval.

1.8. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.9. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:
   1.9.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and
   1.9.2. Ensure the Department is provided with access that includes, but is not limited to:
      1.9.2.1. Data.
      1.9.2.2. Financial records.
      1.9.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.
      1.9.2.4. Scheduled access to Grantee principals and staff.

1.10. Reporting
   1.10.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:
      1.10.1.1. The name, mailing address, and physical address of the Grantee;
      1.10.1.2. The time period covered by the report;
      1.10.1.3. The date the report was prepared;
      1.10.1.4. A detailed account of funding spent on approved uses;
      1.10.1.5. The number of individuals served;
      1.10.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly identified by the data submitted or the content of the annual report; and
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

1.10.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.10.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

3.3.3.1. Brochures.
3.3.3.2. Resource directories.
3.3.3.3. Protocols or guidelines.
3.3.3.4. Posters.
3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (Opioid Abatement Trust Fund).

2. For the purposes of this Agreement the Department has identified:
   2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
   4.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:
   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301

5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1, General Provisions, Block 1.7 Completion Date.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Grantee expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, lll-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

8.4. Any Grantee that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to
which exception has been taken, or which have been disallowed because of such an exception.
New Hampshire Department of Health and Human Services

Grantee Name: Weeks Medical Center
Budget Request for: Opioid Abatement Programs
Budget Period: 12 Months from G&C Approval (Remainder of SFY23 and Portion of SFY24)
Indirect Cost Rate (if applicable): 0.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Oversight Project</th>
<th>Incentive Payment Project</th>
<th>Expanded Housing Project</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$4,324</td>
<td>$181,000</td>
<td>$4,584</td>
<td>$189,908</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$1,081</td>
<td>$0</td>
<td>$1,146</td>
<td>$2,227</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$25,000</td>
<td>$0</td>
<td>$27,500</td>
<td>$52,500</td>
</tr>
<tr>
<td>4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>5(a) Supplies - Educational</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>5(b) Supplies - Lab</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>5(c) Supplies - Pharmacy</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>5(d) Supplies - Medical</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>5(e) Supplies Office</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>7. Software</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/ Communications</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$30,405</td>
<td>$181,000</td>
<td>$33,230</td>
<td>$244,635</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
<td>0 $0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$30,405</td>
<td>$181,000</td>
<td>$33,230</td>
<td>$244,635</td>
</tr>
</tbody>
</table>
New Hampshire Department of Health and Human Services

Grantee Name: Weeks Medical Center

Budget Request for: Opioid Abatement Programs

Budget Period: 24 Months from G&O Approval (Portion of SFY'24 and Portion of SFY'25)

Indirect Cost Rate (if applicable): 0.00%

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Oversight Project</th>
<th>Incentive Payment Project</th>
<th>Expanded Housing Project</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$4,324</td>
<td>$150,000</td>
<td>$4,584</td>
<td>$158,908</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$1,081</td>
<td>$0</td>
<td>$1,146</td>
<td>$2,227</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$25,000</td>
<td>$0</td>
<td>$27,500</td>
<td>$52,500</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>7. Software</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>8. (a) Other - Marketing/ Communications</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>8. (b) Other - Education and Training</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>8. (c) Other - Other (specify below)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total Direct Costs</td>
<td>$30,405</td>
<td>$150,000</td>
<td>$33,230</td>
<td>$213,635</td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$30,405</td>
<td>$150,000</td>
<td>$33,230</td>
<td>$213,635</td>
</tr>
</tbody>
</table>

4/10/2023
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.


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 other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic
mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.


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.


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
New Hampshire Department of Health and Human Services  
Exhibit D  
DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application’s encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email-addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open
wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a
whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from
the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State’s Privacy Officer and the State’s Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
   a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
   b. safeguard this information at all times.
   c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
   d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
New Hampshire Department of Health and Human Services  
Exhibit D  
DHHS Information Security Requirements

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 herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State’s Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:

1. Identify Incidents;

2. Determine if personally identifiable information is involved in Incidents;

3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT
A. DHHS Privacy Officer:
   DHHSPrivacyOfficer@dhhs.nh.gov
B. DHHS Security Officer:
   DHHSInformationSecurityOffice@dhhs.nh.gov
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WEEKS MEDICAL CENTER is a New Hampshire Trade Name registered to transact business in New Hampshire on March 05, 1993. 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: 187656
Certificate Number: 0006194514

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2023.

David M. Scanlan
Secretary of State
CERTIFICATE OF AUTHORITY

1, Stan Hotz, President of the Board of Directors, hereby certify that:

1. I am a duly elected Clerk, Secretary, or Officer of Weeks Medical Center.

2. The following is a true copy of a vote taken at a special request by phone and/or email of the Board of Directors/shareholders, duly called and held on April 3, 2023, at which a quorum of the Directors/shareholders voted.

VOTED: That Michael Lee, CEO and President, is duly authorized on behalf of Weeks Medical Center to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to 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 this certificate. 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 listed above currently occupies the position 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: 4/3/23

Stanley Hotz, President
Weeks Medical Center Board of Directors
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Willis Towers Watson Northeast, Inc.
6/26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

**INSURED**
North Country Healthcare, Inc
Weeks Medical Center
173 Middle Street
Lancaster, NH 03564

**CERTIFICATE NUMBER:** W28694700

**REVISION NUMBER:**

**COVERAGE:**

- **COMMERCIAL GENERAL LIABILITY**
  - EACH OCCURRENCE
  - LIMITS: $1,000,000

- **AUTOMOBILE LIABILITY**
  - EACH OCCURRENCE
  - LIMITS: $1,000,000

- **MEDICAL PROFESSIONAL LIABILITY**
  - EACH OCCURRENCE
  - LIMITS: $1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

This Voids and Replaces Previously Issued Certificate Dated 04/07/2023 WITH ID: W28670475.

NH Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301-3857 is additional insured with respect to the general liability and professional liability insurance coverage referenced herein as required by written contract.

**CERTIFICATE HOLDER 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.