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

Lori A. Weaver
Commissioner
Katja S. Fox
Director

September 28, 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 with the Grantees listed below in an amount not to exceed $9,408,762 to reimburse Grantees through the Opioid Abatement Trust Fund for eligible costs, effective upon Governor and Council approval through the date of payment in full. 100% Other Funds (Opioid Abatement Trust Fund).

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>Vendor Code</th>
<th>Area Served</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Cheshire (Keene, NH)</td>
<td>177372 B004</td>
<td>Cheshire County</td>
<td>$1,486,777</td>
</tr>
<tr>
<td>County of Hillsborough (Manchester, NH)</td>
<td>177406 B007</td>
<td>Hillsborough County</td>
<td>$527,786</td>
</tr>
<tr>
<td>County of Merrimack (Boscawen, NH)</td>
<td>177435 B006</td>
<td>Merrimack County</td>
<td>$926,655</td>
</tr>
<tr>
<td>County of Rockingham (Brentwood, NH)</td>
<td>177468 B002</td>
<td>Rockingham County</td>
<td>$2,014,299</td>
</tr>
<tr>
<td>County of Strafford (Dover, NH)</td>
<td>177478 B003</td>
<td>Strafford County</td>
<td>$1,411,948</td>
</tr>
<tr>
<td>County of Sullivan (Newport, NH)</td>
<td>177482 B003</td>
<td>Sullivan County</td>
<td>$2,085,873</td>
</tr>
<tr>
<td>Seabrook Police Department (Seabrook, NH)</td>
<td>177475 B003</td>
<td>Seabrook, NH</td>
<td>$955,424</td>
</tr>
</tbody>
</table>

Total: $9,408,762

The difference between amounts requested by grantees and amounts awarded are due to disallowed costs by the Commission, and other negotiated adjustments by the grantees.

Funds are available in the following accounts for State Fiscal Year 2024, 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.
EXPLANATION

The purpose of this request is to reimburse Grantees through the Opioid Abatement Trust Fund for eligible costs that were incurred beginning July 1, 2020 through May 4, 2023. Eligible costs include:

- Any portion of the cost incurred between July 1, 2020 and May 4, 2023 related to outpatient and residential opioid use disorder (OUD) and any co-occurring substance use disorder or mental health (SUD/MH) treatment services, including, but not limited to:
  - Services provided to incarcerated individuals,
  - Medications for Substance Use Disorder (MSUD),
- Any portion of the cost incurred between July 1, 2020 and May 4, 2023 for emergency response services related to OUD and any co-occurring SUD/MH issues provided by law enforcement and first responders.
- Any portion of the cost of administering naloxone incurred between July 1, 2020 and May 4, 2023.

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 May 4, 2023 through June 16, 2023. The Department received 7 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

Should the Governor and Council not authorize this request the Grantees will not be reimbursed for eligible costs.

Source of Other Funds: Opioid Abatement Trust Fund.

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

Respectfully submitted,

Lori A. Weaver
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>Applicant Name</th>
<th>Project Title</th>
<th>Funding Request</th>
<th>Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Cheshire</td>
<td>Cheshire DOC SUD/MH Program</td>
<td>$1,499,199</td>
<td>Yes</td>
</tr>
<tr>
<td>County of Hillsborough</td>
<td>MAT</td>
<td>$535,104</td>
<td>Yes</td>
</tr>
<tr>
<td>County of Merrimack</td>
<td>Merrimack County DOC MAT Reimbursement</td>
<td>$1,142,407</td>
<td>Yes</td>
</tr>
<tr>
<td>County of Rockingham</td>
<td>Rockingham County Department of Corrections MAT Program</td>
<td>$2,442,840</td>
<td>Yes</td>
</tr>
<tr>
<td>County of Strafford</td>
<td>MAT and Abstinence-Based</td>
<td>$1,411,948</td>
<td>Yes</td>
</tr>
<tr>
<td>County of Sullivan</td>
<td>Sullivan County Opioid Reimburable</td>
<td>$2,620,824</td>
<td>Yes</td>
</tr>
<tr>
<td>Seabrook Police Department</td>
<td>Opioid Abatement Reimbursement</td>
<td>$1,154,113</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Score Team**

Opioid Abatement Advisory Commission

* The Commission may award grant amounts less than the requested amount at its sole discretion.
Subject: Opioid Abatement Programs (RGA-2023-DBH-03-OPIOI-01)

GRANT AGREEMENT

The State of New Hampshire and the Grantee here 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 Cheshire</td>
<td>12 Court Street, 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) 355-3031</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>Upon the date of payment in full by the Department</td>
<td>$1,486,777</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>Suzanne Bansley</td>
<td>Suzanne Bansley Grants Manager</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>
</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>(Signature)</td>
<td>10/4/2023</td>
</tr>
</tbody>
</table>

1.16. Approval by Governor and Council (if applicable)

<table>
<thead>
<tr>
<th>By:</th>
<th>On:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></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").
3. AREA COVERED. Except as otherwise specifically provided for herein, the Grant 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, "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 Grant the amount set forth in the Performance Agreement as shown in block 1.14 ("the Effective Date").

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.

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

7. RECORDS AND ACCOUNTS.

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

9.2. 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 continuity 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.

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.

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 provisions 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 provisions 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, 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.

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 renewals(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.

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 addressees 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 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.

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 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.
   1.2. 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.
   1.3. 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 has requested reimbursement for incurred costs that meet one (1) or more of the following qualifying criteria:

1.1.1. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 related to outpatient and residential opioid use disorder (OUD) and any co-occurring substance use disorder or mental health (SUD/MH) treatment services.

1.1.2. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 for emergency response services related to OUD and any co-occurring SUD/MH issues provided by law enforcement and first responders.

1.1.3. Any portion of the cost of administering naloxone incurred between July 1, 2020 and May 4, 2023.

1.2. The Grantee must submit an invoice with appropriate supporting documentation to request reimbursement for eligible costs incurred in accordance with Exhibit C, Payment Terms.

1.3. Reporting

1.3.1. The Grantee must submit a report, with content identified by and in a format as required by the Commission, to the Department for distribution to the Commission within six (6) months after submitting the final invoice.

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

2. Additional Terms

2.1. Impacts Resulting from Court Orders or Legislative Changes

2.1.1. 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.

2.2. Credits and Copyright Ownership

2.2.1. 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, with funds provided in part by the State of New Hampshire.”
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

2.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
   2.2.3.1. Brochures.
   2.2.3.2. Resource directories.
   2.2.3.3. Protocols or guidelines.
   2.2.3.4. Posters.
   2.2.3.5. Reports.

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

3. Records

3.1. The Grantee must keep records that include, but are not limited to:
   3.1.1. 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 Agreement, and all income received or collected by the Grantee.
   3.1.2. 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.

3.2. 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.

3.3. 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.

County of Cheshire

G-B - 1.0

Grantee Initials SB

Date 10/4/2023
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 Contractor, based on criteria in 2 CFR 200.331.

3. Payment must be on a cost reimbursement basis for actual expenditures incurred in accordance with the approved line items, as specified in Exhibit C-1, Budget.

4. The Grantee:
   4.1. Must only request reimbursement for costs not reimbursable by other third-party funding sources and must not request reimbursement for costs that have already been reimbursed by federal, state, or other third-party funding sources. The Grantee may request reimbursement for costs originally paid through county or municipal general funds.
   4.2. Must not request reimbursement for damages.

5. The Grantee must submit an invoice with appropriate supporting documentation that identifies and requests reimbursement for approved expenses incurred between July 1, 2020 and May 4, 2023 no later than sixty (60) business days after the effective date of the Grant Agreement. The Department will not reimburse for expenses without the required supporting documentation that sufficiently supports the expenses and validate the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds. The Grantee must ensure the invoice:
   5.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred between July 1, 2020 and May 4, 2023.
   5.4. Includes supporting documentation of allowable costs with the invoice that may include, but are not limited to:
      5.4.1. Time sheets and/or payroll records.
      5.4.2. Receipts for purchases and/or proof of expenditures.
      5.4.3. Proof of services rendered, including proof of expenditures per client, if applicable. Backup documentation must be de-identified to prevent constructive identification of any individual.
5.4.4. If applicable, claim denial paperwork to support that the services were not able to be reimbursed.

5.4.5. Evidence to validate the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds; general ledger/cost center reports, profit and loss statements; and/or audited financials for closed fiscal periods.

5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

5.6. 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
129 Pleasant Street
Concord, NH 03301

6. The Department must make payment to the Grantee within ninety (90) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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 County of Cheshire

G-C 1.1

Grantee Initials SB

RGA-2023-DBH-03-OPIOI-01

Page 2 of 3

Date 10/4/2023
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. 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.
Exhibit C-1

Budget

New Hampshire Department of Health and Human Services

**Contractor Name:** County of Cheshire

**Budget Request for:** Opioid Abatement Programs

**Budget Period:** July 1, 2020 - May 4, 2023

**Indirect Cost Rate (if applicable):** 10%

<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>$844,942</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$422,472</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$0</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>$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>$58,032</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$22,696</td>
</tr>
<tr>
<td>5.(e) Supplies Office</td>
<td>$0</td>
</tr>
<tr>
<td>6. Travel</td>
<td>$3,473</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 (please specify)</td>
<td>$0</td>
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<tr>
<td>Other (please specify)</td>
<td>$0</td>
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<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>$1,351,615</strong></td>
</tr>
<tr>
<td><strong>Total Indirect Costs</strong></td>
<td><strong>$135,162</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$1,486,777</strong></td>
</tr>
</tbody>
</table>

Contractor Initial: [Signature]

**RGA-2023-DBH-03-OPIOI-01**

Date: 10/4/2023
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 October 4, 2023 at which a quorum of the Commissioners were present and voting.

VOTED: That Grants Manager Suzanne Bansley is hereby authorized on behalf of the County of Cheshire to enter into the Opioid Abatement Program grant agreement with the State of New Hampshire 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 contractual agreements; including, but not limited to vendor subcontracts, subrecipient agreements, and/or memorandums of understandings; as necessary to carry out the goals, objectives, and activities of the agreement.

VOTED: That Grants Manager Suzanne Bansley and Grants Assistant Jennifer Robinson are hereby appointed as authorized certifying officials and primary contacts and liaisons with regards to the above referenced agreement and they are 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 4th day of October, 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'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>Cheshire County</td>
<td>601</td>
<td>NH Public Risk Management Exchange - Primex®</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>Professional Liability (describe)</td>
<td></td>
<td></td>
<td>General Aggregate: $5,000,000</td>
</tr>
<tr>
<td>□ Claims Made</td>
<td></td>
<td></td>
<td>Fire Damage (Any one fire):</td>
</tr>
<tr>
<td>□ Occurrence</td>
<td></td>
<td></td>
<td>Med Exp (Any one person):</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td></td>
<td></td>
<td>Combined Single Limit (Each Accident):</td>
</tr>
<tr>
<td>Deductible Comp and Coll: $1,000</td>
<td></td>
<td></td>
<td>Aggregate</td>
</tr>
<tr>
<td>Any auto</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Workers' Compensation &amp; Employers' Liability</td>
<td>1/1/2023</td>
<td>1/1/2024</td>
<td>X Statutory</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Each Accident: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Disease - Each Employee: $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Disease - Policy Limit: $2,000,000</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.

**CERTIFICATE HOLDER:**
Primex® – NH Public Risk Management Exchange
By: Mary Beth Pellet
Date: 9/29/2023 mppellet@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 here 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 Hillsborough</td>
<td>445 Willow Street, 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) 627-5620</td>
<td>05-095-092-920510-09500000-102-500731</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7. Completion Date</th>
<th>1.8. Grant Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon the date of payment in full by the Department.</td>
<td>$527,786</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>Toni H. Pappas</td>
<td>Toni H. Pappas, Chair, Board of Commissioners</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>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 G. Armendariz, Assistant Attorney General, On: 10/19/2023

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").
5. **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 and of the Project as required 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 5.5 those sums required, or permitted, to be withheld pursuant to RSA 80:7 through 7-c.

4.2. The payment of 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.

4.3. 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. 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, all salaries, all telephone calls, and all rental materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

6.2. 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, controlled by, or under common ownership with the entity identified as the Grantee in block 1 of these general provisions.

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. 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, 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 of these general 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, formlines, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memandos, papers, and documents, all whether finished or unfinished.

Between the Effective Date and the Completion Date the Grantee shall retain all data. If 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 designates, 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 continuation of payments hereunder, are contingent upon the availability of appropriated funds, and in no event shall the State be liable for any payments hereunder in excess of such available funds.

In the event of a reduction or termination of 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 notice of such termination.

**Event of Default: Remedies**

10. 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. 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 such 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.

**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 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 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, 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, by or on behalf of any person, on account of, based on, resulting from, arising out of, or in any other manner attributable to the acts or omissions of the Grantee, its officers, employees, agents, members, subcontractors or assignees, or in any manner connected with or arising out of the Project Work. 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 renewals of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

17.1. 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.

17.2. 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, to a United States Post Office address to the parties at the address first above given.

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

19. 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.

20. 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.

21. 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.

22. 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 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.
   1.2. 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.
   1.3. 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 has requested reimbursement for incurred costs that meet one (1) or more of the following qualifying criteria:

1.1.1. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 related to outpatient and residential opioid use disorder (OUD) and any co-occurring substance use disorder (SUD) or mental health (SUD/MH) treatment services.

1.1.2. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 for emergency response services related to OUD and any co-occurring SUD/MH issues provided by law enforcement and first responders.

1.1.3. Any portion of the cost of administering naloxone incurred between July 1, 2020 and May 4, 2023.

1.2. The Grantee must submit an invoice with appropriate supporting documentation to request reimbursement for eligible costs incurred in accordance with Exhibit C, Payment Terms.

1.3. Reporting

1.3.1. The Grantee must submit a report, with content identified by and in a format as required by the Commission, to the Department for distribution to the Commission within six (6) months after submitting final invoice.

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

2. Additional Terms

2.1. Impacts Resulting from Court Orders or Legislative Changes

2.1.1. 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.

2.2. Credits and Copyright Ownership

2.2.1. 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, with funds provided in part by the State of New
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

2.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
   2.2.3.1. Brochures.
   2.2.3.2. Resource directories.
   2.2.3.3. Protocols or guidelines.
   2.2.3.4. Posters.
   2.2.3.5. Reports.

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

3. Records

3.1. The Grantee must keep records that include, but are not limited to:
   3.1.1. 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 Agreement, and all income received or collected by the Grantee.
   3.1.2. 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.

3.2. 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.

3.3. 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 Contractor, based on criteria in 2 CFR 200.331.

3. Payment must be on a cost reimbursement basis for actual expenditures incurred in accordance with the approved line items, as specified in Exhibit C-1, Budget.

4. The Grantee:
   4.1. Must only request reimbursement for costs not reimbursable by other third-party funding sources and must not request reimbursement for costs that have already been reimbursed by federal, state, or other third-party funding sources. The Grantee may request reimbursement for costs originally paid through county or municipal general funds.
   4.2. Must not request reimbursement for damages.

5. The Grantee must submit an invoice with appropriate supporting documentation that identifies and requests reimbursement for approved expenses incurred between July 1, 2020 and May 4, 2023 no later than sixty (60) business days after the effective date of the Grant Agreement. The Department will not reimburse for expenses without the required supporting documentation that sufficiently supports the expenses and validate the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds. The Grantee must ensure the invoice:
   5.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred between July 1, 2020 and May 4, 2023.
   5.4. Includes supporting documentation of allowable costs with the invoice that may include, but are not limited to:
      5.4.1. Time sheets and/or payroll records.
      5.4.2. Receipts for purchases and/or proof of expenditures.
      5.4.3. Proof of services rendered, including proof of expenditures per client, if applicable. Backup documentation must be de-identified to prevent constructive identification of any individual.
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT C

5.4.4. If applicable, claim denial paperwork to support that the services were not able to be reimbursed.

5.4.5. Evidence to validate the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds; general ledger/cost center reports, profit and loss statements; and/or audited financials for closed fiscal periods.

5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

5.6. 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  
129 Pleasant Street  
Concord, NH 03301

6. The Department must make payment to the Grantee within ninety (90) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

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. 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

**Contractor Name:** County of Hillsborough  
**Budget Request for:** Opioid Abatement Programs  
**Budget Period:** July 1, 2020 - May 4, 2023  
**Indirect Cost Rate (if applicable):** 10% for MAT LADC

<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>$151,016</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$41,777</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$17,156</td>
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<tr>
<td>4. Equipment</td>
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<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>$0</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$0</td>
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<tr>
<td>5.(b) Supplies - Lab</td>
<td>$7,690</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$65,802</td>
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<tr>
<td>5.(d) Supplies - Medical</td>
<td>$0</td>
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<td>5.(e) Supplies Office</td>
<td>$2,991</td>
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<tr>
<td>6. Travel</td>
<td>$0</td>
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<tr>
<td>7. Software</td>
<td>$0</td>
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<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>
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<td>Other (please specify)</td>
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<tr>
<td>Other (please specify)</td>
<td>$0</td>
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<tr>
<td>Other (please specify)</td>
<td>$0</td>
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<td>9. Subrecipient Contracts</td>
<td>$234,525</td>
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<tr>
<td>Total Direct Costs</td>
<td>$520,957</td>
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<tr>
<td>Total Indirect Costs</td>
<td>$6,829</td>
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<tr>
<td>TOTAL</td>
<td>$527,786</td>
</tr>
</tbody>
</table>

Contractor Initial: [Signature]

Date: 10/18/2023
CERTIFICATE OF AUTHORITY

Michael P. Soucy, hereby certify that:

1. I am a duly elected County Clerk/County Official) of Hillsborough County (County Name)

2. I hereby certify that Toni H. Pappas (Authorized Signatory) is authorized on behalf of this county to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

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

Dated: 10/18/23

Signature of County Clerk/County Official
Name: Michael P. Soucy
Title: Clerk, Hillsborough County Board of Commissioners
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. Coverages 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>Hillsborough County, 329 Mast Road - Suite 114, Goffstown, NH 03045</td>
<td>608</td>
<td>NH Public Risk Management Exchange - Primex</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bow Brook Place, 46 Donovan Street, 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>7/1/2023</td>
<td>7/1/2024</td>
<td>Each Occurrence: $2,000,000, General Aggregate: $10,000,000, Fire Damage (Any one fire): $1,000,000, Med Exp (Any one person): $10,000,000, Combined Single Limit (Each Accident): $10,000,000, Aggregate: $10,000,000</td>
</tr>
<tr>
<td>Professional Liability (describe)</td>
<td>□ Claims Made</td>
<td>□ Occurrence</td>
<td></td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>Deductible Comp and Coll:</td>
<td>Any auto</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation &amp; Employers' Liability</td>
<td>1/1/2023</td>
<td>1/1/2024</td>
<td>Each Accident: $2,000,000, Disease - Each Employee: $2,000,000, Disease - Policy Limit:</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.

CERTIFICATE HOLDER: Additional Covered Party Loss Payee

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

Primex - NH Public Risk Management Exchange

By: Mary Rich Purcell

Date: 10/18/2023

Please direct inquiries to: Primex Claims/Coverage Services, 603-225-2841 phone, 603-228-3833 fax
Subject: Opioid Abatement Programs (RGA-2023-DBH-03-OPIOI-03)

GRANT AGREEMENT

The State of New Hampshire and the Grantee here 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 Merrimack</td>
<td>333 Daniel Webster Highway, 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>
</tr>
</thead>
<tbody>
<tr>
<td>(603) 796-6800</td>
<td>05-095-092-920510-09500000-102-500731</td>
<td>Upon the date of payment in full by the Department</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.8. Grant Limitation</th>
<th>1.9. Grant Officer for State Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>$926,655</td>
<td>Robert W. Moore, Director (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></td>
<td>ROSS CUNNINGHAM 2County Administrator</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 9/29/2023</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: Described by: Assistant Attorney General, On: 10/4/2023

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").

Page 1 of 3

Contractor Initials  
Date 9/28/2023
3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

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

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.1.6) or upon signature by the State Agency as shown in block 1.1.4 ("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 Grant Officer 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 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 as determined 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 any and all statutes, laws, regulations, and 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 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 contain 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 hereinbefore 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, subgrantor, 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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial 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.

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 Grant Officer 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 any other covenant or 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 demanding that the same be remedied within a reasonable time; and
Give the Grantee a written notice specifying the Event of Default and demanding that the same be remedied within a reasonable time.

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 Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned and included in the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned and included in 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 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, 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, or in any way arising out of or on behalf of any person, on account of, or resulting from, or arising out of, or which may be claimed to arise out of, or which may be claimed to be caused by, 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

17.1.2 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. The 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.
Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. 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.

1.2. 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.

1.3. 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 has requested reimbursement for incurred costs that meet one (1) or more of the following qualifying criteria:
      1.1.1. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 related to outpatient and residential opioid use disorder (OUD) and any co-occurring substance use disorder or mental health (SUD/MH) treatment services.
      1.1.2. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 for emergency response services related to OUD and any co-occurring SUD/MH issues provided by law enforcement and first responders.
      1.1.3. Any portion of the cost of administering naloxone incurred between July 1, 2020 and May 4, 2023.
   1.2. The Grantee must submit an invoice with appropriate supporting documentation to request reimbursement for eligible costs incurred in accordance with Exhibit C, Payment Terms.
   1.3. Reporting
      1.3.1. The Grantee must submit a report, with content identified by and in a format as required by the Commission, to the Department for distribution to the Commission within six (6) months after submitting final invoice.
      1.3.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Additional Terms
   2.1. Impacts Resulting from Court Orders or Legislative Changes
      2.1.1. 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.
   2.2. Credits and Copyright Ownership
      2.2.1. 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, with funds provided in part by the State of New..."
Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

2.2.3.1. Brochures.
2.2.3.2. Resource directories.
2.2.3.3. Protocols or guidelines.
2.2.3.4. Posters.
2.2.3.5. Reports.

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

3. Records

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

3.1.1. 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 Agreement, and all income received or collected by the Grantee.

3.1.2. 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.

3.2. 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.

3.3. 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 Contractor, based on criteria in 2 CFR 200.331.

3. Payment must be on a cost reimbursement basis for actual expenditures incurred in accordance with the approved line items, as specified in Exhibit C-1, Budget.

4. The Grantee:
   4.1. Must only request reimbursement for costs not reimbursable by other third-party funding sources and must not request reimbursement for costs that have already been reimbursed by federal, state, or other third-party funding sources. The Grantee may request reimbursement for costs originally paid through county or municipal general funds.
   4.2. Must not request reimbursement for damages.

5. The Grantee must submit an invoice with appropriate supporting documentation that identifies and requests reimbursement for approved expenses incurred between July 1, 2020 and May 4, 2023 no later than sixty (60) business days after the effective date of the Grant Agreement. The Department will not reimburse for expenses without the required supporting documentation that sufficiently supports the expenses and validate the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds. The Grantee must ensure the invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred between July 1, 2020 and May 4, 2023.
   5.4. Includes supporting documentation of allowable costs with the invoice that may include, but are not limited to:
      5.4.1. Time sheets and/or payroll records.
      5.4.2. Receipts for purchases and/or proof of expenditures.
      5.4.3. Proof of services rendered, including proof of expenditures per client, if applicable. Backup documentation must be de-identified to prevent constructive identification of any individual.

County of Merrimack
RGA-2023-DBH-03-OPIOI-03

G-C 1.1

Grantee Initials

Date 9/28/2023
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

5.4.4. If applicable, claim denial paperwork to support that the services were not able to be reimbursed.

5.4.5. Evidence to validate the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds; general ledger/cost center reports, profit and loss statements; and/or audited financials for closed fiscal periods.

5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

5.6. 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
129 Pleasant Street
Concord, NH 03301

6. The Department must make payment to the Grantee within ninety (90) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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. 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

**Contractor Name:** County of Merrimack  
**Budget Request for:** Opioid Abatement Programs  
**Budget Period:** July 1, 2020 - May 4, 2023  
**Indirect Cost Rate (if applicable):** 0%

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<tr>
<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
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<tbody>
<tr>
<td>1. Salary &amp; Wages</td>
<td>$316,542</td>
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<td>2. Fringe Benefits</td>
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<td>3. Consultants</td>
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<td>4. Equipment</td>
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<tr>
<td>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</td>
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<td>5.(a) Supplies - Educational</td>
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<tr>
<td>5.(b) Supplies - Lab</td>
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<td>5.(c) Supplies - Pharmacy</td>
<td>$135,378</td>
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<td>5.(d) Supplies - Medical</td>
<td>$0</td>
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<td>5.(e) Supplies Office</td>
<td>$0</td>
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<tr>
<td>6. Travel</td>
<td>$3,922</td>
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<td>7. Software</td>
<td>$0</td>
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<td>8. (a) Other - Marketing/ Communications</td>
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<td>8. (b) Other - Education and Training</td>
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<td>8. (c) Other - Other (specify below)</td>
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<td>9. Subrecipient Contracts</td>
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<td>Total Indirect Costs</td>
<td>$0</td>
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<td>TOTAL</td>
<td>$926,655</td>
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Contractor Initial: [Signature]  
Date: 9/28/2023
CERTIFICATE OF AUTHORITY

I, ____________________________, Chair, Merrimack County Board of Commissioners hereby certify that:

(Name of the Municipality Clerk/Municipality Official)

1. I am a duly elected Municipality Clerk/Municipality Official of ____________________________
   (Municipality Name)

2. I hereby certify that ____________________________, County Administrator (may list more than one
   Authorized Signatory)

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

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

Dated: 9.27.23

Signature of Municipality Clerk/Municipality Official
Name: Tara Reardon
Title: Chair, Board of Commissioners

Rev. 03/24/20
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'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>
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<table>
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<tr>
<th>Coverage Category</th>
<th>Effective Date (1/1/2023)</th>
<th>Expiration Date (1/1/2024)</th>
<th>Limit</th>
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<tr>
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<td>1/1/2024</td>
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</tr>
<tr>
<td>Professional Liability (describe)</td>
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<td></td>
</tr>
<tr>
<td>Claims Made</td>
<td></td>
<td></td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Occurrence</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Automobile Liability                                  |                           |                           |       |
| Deductible Comp and Coll:                             |                           |                           |       |
| Any auto                                               |                           |                           |       |

| Workers' Compensation & Employers' Liability          | 1/1/2023                  | 1/1/2024                  | $2,000,000 |
| Disease - Each Employee                                |                           |                           | $2,000,000 |
| Disease - Policy Limit                                 |                           |                           |       |

| Property (Special Risk includes Fire and Theft)        | 1/1/2023                  | 1/1/2024                  |       |
| Blanket Limit, Replacement Cost (unless otherwise stated) |                           |                           |       |

| Description: Proof of Primex Member coverage only.    |                           |                           |       |

CERTIFICATE HOLDER: Additional Covered Party: Loss Payee:

State of NH DHHS 129 Pleasant St Concord, NH 03301

By: Mary Smith

Date: 9/27/2023

Please direct inquiries to:
Primex Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax
Subject: Opioid Abatement Programs (RGA-2023-DBH-03-OPIOI-04)

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

<p>| | |</p>
<table>
<thead>
<tr>
<th></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 Concord, NH 03301-3857</td>
</tr>
<tr>
<td>1.3. Grantee Name</td>
<td>County of Rockingham</td>
</tr>
<tr>
<td>1.4. Grantee Address</td>
<td>99 North Road, Brentwood, NH 03833</td>
</tr>
<tr>
<td>1.5 Grantee Phone #</td>
<td>(603) 679-9351</td>
</tr>
<tr>
<td>1.6. Account Number</td>
<td>05-095-092-920510-395000000-102-500731</td>
</tr>
<tr>
<td>1.7. Completion Date</td>
<td>Upon the date of payment in full by the Department.</td>
</tr>
<tr>
<td>1.8. Grant Limitation</td>
<td>$2,014,299</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."

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.11. Grantee Signature 1</td>
<td>Brian Chirichiello 9/28/2023</td>
</tr>
<tr>
<td>1.12. Name &amp; Title of Grantee Signor 1</td>
<td>Brian Chirichiello Chairman Rockingham County</td>
</tr>
<tr>
<td>1.13. Grantee Signature 2</td>
<td>Name &amp; Title of Grantee Signor 2</td>
</tr>
<tr>
<td>1.14. Name &amp; Title of State Agency Signor(s)</td>
<td>Katja S. Fox Director</td>
</tr>
<tr>
<td>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</td>
<td>DocuSigned by: 10/5/2023</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").
3. AREA COVERED. Except as otherwise specifically provided for herein, the Granter 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 1.10), or upon the acceptance of the Grant by the Grant Officer 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 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 Contractor the sum 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 Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only, and the complete, compensation to the Contractor for the Project. The State shall have no liabilities to the Contractor other than the Grant Amount.

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

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

7. RECORDS AND ACCOUNTS.
7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the terms of 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 audited by the State, as required by law, and shall be complete, and shall be made available to the State at the time of audit.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the terms of the Agency pursuant to subparagraph 7.1, at any time during the Grantee’s normal business hours, and at no greater as the State shall demand, the Grantee shall make accounts of 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 hereininafter 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 general 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, 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, 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.

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 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. ESTATE 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 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 (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.

11. TERMINATION.
11.1. 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.

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.

Notwithstanding the preceding, the State may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination, the State shall be entitled to terminate this Agreement without notice. 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
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 any subcontractor, or any 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 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 renewals(s) of insurance and this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. GRANTEE’S RELATION TO THE STATE. In the performance of this Agreement the Grantee, 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 enslavements provided by the State to its employees.

19. 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.

20. 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 any subcontractor, or any 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.

21. INSURANCE.

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

21.1.1 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

22. The policies described in subparagraph 21.1 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(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

23. 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.

24. 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.

25. 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.

26. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and in binding up 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.

27. 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.

28. 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.

29. 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 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.

   1.2. 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.

   1.3. 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 has requested reimbursement for incurred costs that meet one (1) or more of the following qualifying criteria:
       1.1.1. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 related to outpatient and residential opioid use disorder (OUD) and any co-occurring substance use disorder or mental health (SUD/MH) treatment services.
       1.1.2. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 for emergency response services related to OUD and any co-occurring SUD/MH issues provided by law enforcement and first responders.
       1.1.3. Any portion of the cost of administering naloxone incurred between July 1, 2020 and May 4, 2023.

   1.2. The Grantee must submit an invoice with appropriate supporting documentation to request reimbursement for eligible costs incurred in accordance with Exhibit C, Payment Terms.

   1.3. Reporting
       1.3.1. The Grantee must submit a report, with content identified by and in a format as required by the Commission, to the Department for distribution to the Commission within six (6) months after submitting final invoice.
       1.3.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Additional Terms

2.1. Impacts Resulting from Court Orders or Legislative Changes

   2.1.1. 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.

2.2. Credits and Copyright Ownership

   2.2.1. 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, with funds provided in part by the State of New...”
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs

EXHIBIT B

Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

2.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
  2.2.3.1. Brochures.
  2.2.3.2. Resource directories.
  2.2.3.3. Protocols or guidelines.
  2.2.3.4. Posters.
  2.2.3.5. Reports.

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

3. Records

3.1. The Grantee must keep records that include, but are not limited to:
  3.1.1. 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 Agreement, and all income received or collected by the Grantee.
  3.1.2. 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.

3.2. 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.

3.3. 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.

County of Rockingham  
G-B - 1.0  
Grantee Initials

RGA-2023-DBH-03-OPIOI-04  
Page 2 of 2  
Date 9/28/2023
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 Contractor, based on criteria in 2 CFR 200.331.

3. Payment must be on a cost reimbursement basis for actual expenditures incurred in accordance with the approved line items, as specified in Exhibit C-1, Budget.

4. The Grantee:
   4.1. Must only request reimbursement for costs not reimbursable by other third-party funding sources and must not request reimbursement for costs that have already been reimbursed by federal, state, or other third-party funding sources. The Grantee may request reimbursement for costs originally paid through county or municipal general funds.
   4.2. Must not request reimbursement for damages.

5. The Grantee must submit an invoice with appropriate supporting documentation that identifies and requests reimbursement for approved expenses incurred between July 1, 2020 and May 4, 2023 no later than sixty (60) business days after the effective date of the Grant Agreement. The Department will not reimburse for expenses without the required supporting documentation that sufficiently supports the expenses and validate the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds. The Grantee must ensure the invoice:
   5.1. Includes the Grantee’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred between July 1, 2020 and May 4, 2023.
   5.4. Includes supporting documentation of allowable costs with the invoice that may include, but are not limited to:
      5.4.1. Time sheets and/or payroll records.
      5.4.2. Receipts for purchases and/or proof of expenditures.
      5.4.3. Proof of services rendered, including proof of expenditures per client, if applicable. Backup documentation must be de-identified to prevent constructive identification of any individual.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

5.4.4. If applicable, claim denial paperwork to support that the services were not able to be reimbursed.

5.4.5. Evidence to validate the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds; general ledger/cost center reports, profit and loss statements; and/or audited financials for closed fiscal periods.

5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

5.6. 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
129 Pleasant Street
Concord, NH 03301

6. The Department must make payment to the Grantee within ninety (90) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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. 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

Contractor Name: County of Rockingham

Budget Request for: Opioid Abatement Programs

Budget Period: July 1, 2020 - May 4, 2023

Indirect Cost Rate (if applicable): 0%

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<th>Line Item</th>
<th>Program Cost - Funded by DHHS</th>
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<tr>
<td>1. Salary &amp; Wages</td>
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<td>2. Fringe Benefits</td>
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<td>3. Consultants</td>
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<td>4. Equipment</td>
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<td>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</td>
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<td>5.(b) Supplies - Lab</td>
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<td>5.(e) Supplies Office</td>
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<td>6. Travel</td>
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<td>7. Software</td>
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<td>8. (a) Other - Marketing/ Communications</td>
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<td>8. (b) Other - Education and Training</td>
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<td>8. (c) Other - Other (specify below)</td>
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<td>Contracted Services</td>
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<td>Other (please specify)</td>
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<td>9. Subrecipient Contracts</td>
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<td>Total Indirect Costs</td>
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<td>TOTAL</td>
<td>$2,014,299</td>
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Contractor Initial: [signature]

Date: 9/28/2023
CERTIFICATE OF AUTHORITY

1. Kathryn Coyle ________________________________ hereby certify that:
   (Name of the County Clerk/County Official)

   1. I am a duly elected County Clerk/County Official of Rockingham County ______________________
      (County Name)

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

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

Dated: 9/28/23

______________________
Signature of County Clerk/County Official
Name: Kathryn Coyle
Title: Clerk, Rockingham County Board of Commissioners
# 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’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.

### Participating Member:
- **Rockingham County**
- **119 North Road**
- **Brentwood, NH 03833**

### Company Affording Coverage:
- **NH Public Risk Management Exchange - Primex®**
- **Bow Brook Place**
- **46 Donovan Street**
- **Concord, NH 03301-2624**

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

### Description:
- Proof of Primex Member coverage only.

### CERTIFICATE HOLDER:
- **Primex® – NH Public Risk Management Exchange**
- **By:** Mary Beth Purcell
- **Date:** 10/2/2023
- **Email:** mpurcell@nhprimex.org

### Additional Covered Party

### Loss Payee

### State of New Hampshire
- **Department of Health and Human Services**
- **129 Pleasant Street**
- **Concord, NH 03301**

### Primex® Claims/Coverage Services
- **Phone:** 603-225-2841
- **Fax:** 603-228-3833
Certificate of Excess Insurance for Self-Insurer of Workers' Compensation and Employers Liability

To: Caroline Kelly  
Administrator of Self-Insurance  
New Hampshire Department of Labor  
State Office Park South  
95 Pleasant Street  
Concord, NH 03301

Fax: (603) 271-6149  
Phone: (603) 271-6172  
Email: caroline.kelly@dol.nh.gov

This is to certify that an excess insurance policy has been issued as described below and is now in effect:

Name/Address: County of Rockingham  
119 North Rd  
Brentwood, NH 03833

Name of Insurer: Midwest Employers Casualty Company  
Policy No.: EWC010088  
Effective Date: 01/01/2023  
Expiration Date: 01/01/2025  
Insurer Cancellation Notice: 45 Days

Type of Insurance: Excess Insurance Policy for Self-Insurer of Workers' Compensation and Employers Liability

Limits of Indemnity:  
Coverage A. Workers' Compensation  
STATUTORY $1,000,000  
Aggregate N/A

Coverage B. Employers Liability  
Aggregate $1,100,000  
Specific N/A

Retention(s):  
Specific $1,100,000  
Aggregate N/A

Self-Insurer's Operations: Government  
States of Self-Insurer's Operations: New Hampshire

Midwest Employers Casualty Company will give written notice in the event it cancels this policy to the party to whom this certificate is addressed.

Authorized Representative  
Countersignature

Date certificate issued: 12/30/2022
New Hampshire Endorsement

This endorsement applies only to coverage provided by this Policy because New Hampshire is named in item 3 of the Schedule Page.

This Policy is changed to provide:

No. 1

This Policy ensures payment of Workers' Compensation, within the financial limits established by its provisions, pursuant to Revised Statutes Annotated, Chapter 281, as amended.

No. 2

In the event the Insured has failed to fulfill all his obligations under the Workers' Compensation Law, the Insurer shall, at the direction of the Commissioner of Labor, deposit any money to be received by the Insured under the provisions of this Policy in such bank as said Commissioner may determine, such money to be held in trust for the payment of any liabilities incurred by the Insured pursuant to Chapter 281, as amended.

No. 3

Any money to be paid to the Insured by the Insurer under the provisions of this Policy or any money directed by the Commissioner of Labor to be deposited in a bank to be held in trust shall not be assignable, attachable or be liable in any way for the debt of then Insured unless incurred under Chapter 281 of the Workers' Compensation Law, except in the event of the Insured's bankruptcy and the U.S. Bankruptcy court assumes jurisdiction over this Policy.

No. 4

If either party to this Policy desires to cancel said Policy, such cancellation shall become effective for a period of 45 days (30 days if cancellation is for non-payment of premium) from date of filing of notice with the Department of Labor, State of New Hampshire, 95 Pleasant Street, State Office Park South, Concord, New Hampshire 03301.

All other terms and conditions of this Policy are not changed. If this endorsement is issued after the Policy effective date, it must be signed by an Officer of the Insurer and countersigned by a Licensed Countersignature Agent of the Insurer in those States which require countersignature.

Item 4 of Section N. Commutation by Mutual Agreement of Part Four – Claims of this Policy is amended to read as follows:

4. If the commuted value determined by the appraiser above is not acceptable to both parties, they shall either abandon the commutation effort or agree to settle any difference using a panel of three actuaries, one to be chosen by each party, and a third chosen by the two so chosen. If the two actuaries fail to agree on the selection of a third actuary within sixty (60) days of their appointment, each of them shall name two, of whom the other shall decline one and the decision shall be made by drawing lots. All the actuaries shall be regularly engaged in the valuation of workers' compensation claims and shall be Fellows or Associates in the Casualty
Endorsement Effective: 01/01/2023
Policy No.: EWC010088
Named Insured: County of Rockingham

Actuarial Society. None of the actuaries shall have a financial interest in nor be a current or former employee of the parties, and all of the actuaries shall be disinterested in the outcome of the commutation.

Each party shall submit its case to its actuary within sixty (60) days of the appointment of the third actuary. The decision in writing of any two actuaries (from the panel of three), when filed with the parties hereto shall be final and binding on both parties and we shall pay the amount so determined to be the commuted value of the Claim or Claims. The expense of the actuaries and of the commutation shall be equally divided between both parties. Said commutation shall take place in a New Hampshire location or as mutually agreed upon by the parties.

Section I. Cancellation of Part Six – Conditions of this Policy is amended to add the following sentence to the end of the section:

Our notification to you of cancellation, nonrenewal or extension of this Policy shall be provided to all insureds named in Schedule Item 2.
July 26, 2023

Rockingham County
Attention: Charles W. Nickerson
111 North Road, Brentwood, NH 03833

RE: Workers’ compensation Actuary completed

Dear Charles W. Nickerson,

All of the self-insured annual actuarial filing requirements have been met by Rockingham County. No additional documents are required for this year’s filing.

Please note that requests for documents not related to the actuary report or required surety amount will issue under separate cover. Please feel free to contact me if you have any questions or if I can assist in any other way.

Sincerely,

[Signature]
Caroline C. Kelly,
Assistant Director
Worker’s Compensation Division
Subject: Opioid Abatement Programs (RGA-2023-DBH-03-OPIOI-05)

GRANT AGREEMENT

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

GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>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 Concord, NH 03301-3857</td>
</tr>
<tr>
<td>1.3. Grantee Name</td>
<td>County of Strafford</td>
</tr>
<tr>
<td>1.4. Grantee Address</td>
<td>259 County Farm Road, Suite 204, Dover, NH 03820</td>
</tr>
<tr>
<td>1.5. Grantee Phone #</td>
<td>(603) 742-1458</td>
</tr>
<tr>
<td>1.6. Account Number</td>
<td>05-095-099-20510-30950000-102-500731</td>
</tr>
<tr>
<td>1.7. Completion Date</td>
<td>Upon the date of payment in full by the Department</td>
</tr>
<tr>
<td>1.8. Grant Limitation</td>
<td>$1,411,948</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."

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Signature 1</td>
<td>10/3/2023</td>
</tr>
<tr>
<td>Grantee Signature 2</td>
<td></td>
</tr>
<tr>
<td>Grantee Signature 3</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name &amp; Title</th>
<th>Signor(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Maglaras</td>
<td>Chairman bd of commissioners</td>
</tr>
<tr>
<td>Name &amp; Title of Grantee Signor 2</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title of Grantee Signor 3</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State Agency Signature(s)</th>
<th>10/3/2023</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] 
On: 10/4/2023

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 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, and upon signature by the Statute Agency as shown in block 1.14 of 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 Statute, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee therefor in such sum(s) as may be payroll to the Grantee under this subparagraph 5.5 or limited amounts, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

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

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

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, 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 invoices, receipts, and other similar documents, otherwise payable to the Grantee under this subparagraph 5.5 that are required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

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 request 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 Grantee, as 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 employee 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 records, 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 purpose whatsoever.

No data shall be subject to copyright in the United States of America by anyone other than the Grantee.

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 hereby states that 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").

1. Failure to perform the Project substantially or on schedule; or
2. Failure to submit any report required hereunder; or
3. Failure to maintain, or permit access to, the records required hereunder; or
4. Any violation of 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 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
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 following the date of such notice until such time as the State determines that the Grantee has cured the Event of Default that never been paid to the Grantee; and
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
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 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 12.6 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 12.6 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.

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

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

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

17. **INSURANCE.**

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

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

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

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

**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.

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

19. **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.

---

Contractor Initials: [Signature]

Date: 10/3/2023
Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions
   1.1. 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.
   1.2. 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.
   1.3. 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 has requested reimbursement for incurred costs that meet one (1) or more of the following qualifying criteria:

1.1.1. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 related to outpatient and residential opioid use disorder (OUD) and any co-occurring substance use disorder or mental health (SUD/MH) treatment services.

1.1.2. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 for emergency response services related to OUD and any co-occurring SUD/MH issues provided by law enforcement and first responders.

1.1.3. Any portion of the cost of administering naloxone incurred between July 1, 2020 and May 4, 2023.

1.2. The Grantee must submit an invoice with appropriate supporting documentation to request reimbursement for eligible costs incurred in accordance with Exhibit C, Payment Terms.

1.3. Reporting

1.3.1. The Grantee must submit a report, with content identified by and in a format as required by the Commission, to the Department for distribution to the Commission within six (6) months after submitting final invoice.

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

2. Additional Terms

2.1. Impacts Resulting from Court Orders or Legislative Changes

2.1.1. 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.

2.2. Credits and Copyright Ownership

2.2.1. 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, with funds provided in part by the State of New
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

2.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
   2.2.3.1. Brochures.
   2.2.3.2. Resource directories.
   2.2.3.3. Protocols or guidelines.
   2.2.3.4. Posters.
   2.2.3.5. Reports.

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

3. Records

3.1. The Grantee must keep records that include, but are not limited to:
   3.1.1. 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 Agreement, and all income received or collected by the Grantee.

   3.1.2. 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.

3.2. 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.

3.3. 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 Contractor, based on criteria in 2 CFR 200.331.

3. Payment must be on a cost reimbursement basis for actual expenditures
   incurred in accordance with the approved line items, as specified in Exhibit C-
   1, Budget.

4. The Grantee:
   4.1. Must only request reimbursement for costs not reimbursable by other
        third-party funding sources and must not request reimbursement for costs
        that have already been reimbursed by federal, state, or other third-
        party funding sources. The Grantee may request reimbursement for costs
        originally paid through county or municipal general funds.
   4.2. Must not request reimbursement for damages.

5. The Grantee must submit an invoice with appropriate supporting
   documentation that identifies and requests reimbursement for approved
   expenses incurred between July 1, 2020 and May 4, 2023 no later than sixty
   (60) business days after the effective date of the Grant Agreement. The
   Department will not reimburse for expenses without the required supporting
   documentation that sufficiently supports the expenses and validate the costs
   are not reimbursable by other funding sources and have not already been
   reimbursed by another source of funds. The Grantee must ensure the invoice:
   5.1. Includes the Grantee’s Vendor Number issued upon registering with New
        Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the
        Department.
   5.3. Identifies and requests payment for allowable costs incurred between
        July 1, 2020 and May 4, 2023.
   5.4. Includes supporting documentation of allowable costs with the invoice
        that may include, but are not limited to:
        5.4.1. Time sheets and/or payroll records.
        5.4.2. Receipts for purchases and/or proof of expenditures.
        5.4.3. Proof of services rendered, including proof of expenditures per
                client, if applicable. Backup documentation must be de-
                identified to prevent constructive identification of any individual.
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT C

5.4.4. If applicable, claim denial paperwork to support that the services were not able to be reimbursed.

5.4.5. Evidence to validate the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds; general ledger/cost center reports, profit and loss statements; and/or audited financials for closed fiscal periods.

5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

5.6. 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
129 Pleasant Street
Concord, NH 03301

6. The Department must make payment to the Grantee within ninety (90) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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. 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

**Contractor Name:** County of Strafford  
**Budget Request for:** Opioid Abatement Programs  
**Budget Period:** July 1, 2020 - May 31, 2023  
**Indirect Cost Rate (if applicable):** 0%

<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>$433,951</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$203,364</td>
</tr>
<tr>
<td>3. Consultants</td>
<td>$279,645</td>
</tr>
</tbody>
</table>
| 4. Equipment | $0  
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $187,318 |
| 5.(d) Supplies - Medical | $13,293 |
| 5.(e) Supplies Office | $0 |
| 6. Travel | $0 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $0 |
| 8. (b) Other - Education and Training | $294,377 |
| 8. (c) Other - Other (specify below) | $0  
Other (please specify) | $0  
Other (please specify) | $0  
Other (please specify) | $0  
Other (please specify) | $0 |
| 9. Subrecipient Contracts | $0 |
| **Total Direct Costs** | **$1,411,948** |
|  |  
| **Total Indirect Costs** | **$0** |
|  |  
| **TOTAL** | **$1,411,948** |

Contractor Initial:  
**RGA-2023-DBH-03-OPIOI-05**  
**Date:** 10/3/2023
CERTIFICATE OF AUTHORITY

I, Deanna S. Rollo, Clerk of Strafford County, New Hampshire do hereby certify that: (1) at the public meeting held on September 28, 2023, the County Commissioners voted to (1) Accept funds and enter into an agreement with the State of New Hampshire Department of Health and Human Services and (2) further authorize the Chairman, Board of Commissioners to execute any documents which may be necessary to effectuate this contract and any amendments thereto; (3) I further certify that this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) this authorization was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of the Certificate of authority and (5) the following person now occupies the office indicated under item (2) above:

George Maglaras, Chairman, Strafford County Commissioners
Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of Strafford County, New Hampshire this 28th day of September 2023.

Deanna S. Rollo, Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this 28th day of September 2023, before me Janet Hilber, the undersigned officer, personally appeared Deanna S. Rollo, who acknowledged their self to be the Clerk for the Strafford County Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my official seal.

Notary Public
Commission Expiration Date:
CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex!) is organized under the New Hampshire Revised Statutes Annotated, Chapter 3-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex! is authorized to provide pooled risk management programs authorized 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 revoked 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>Strafford County</td>
<td>605</td>
<td>NH Public Risk Management Exchange - Primex!</td>
</tr>
<tr>
<td>259 County Farm Road</td>
<td></td>
<td>Bow Brook Place</td>
</tr>
<tr>
<td>Dover, NH 03820</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>Coverage Category</th>
<th>Description</th>
<th>Limits: NH Statutory limits May Apply if Noted</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability (Occurrence Form)</td>
<td>1/1/2023</td>
<td>Each Occurrence: $5,000,000</td>
</tr>
<tr>
<td>Professional Liability (describe)</td>
<td>1/1/2024</td>
<td>General Aggregate: $5,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fire Damage (Any one line):</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Med Exp (Any one person):</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>1/1/2023</td>
<td>Combined Single Limit: $5,000,000</td>
</tr>
<tr>
<td>Deductible Camp and Coll:</td>
<td>1/1/2024</td>
<td>Aggregate: $5,000,000</td>
</tr>
<tr>
<td>Any auto</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workers’ Compensation &amp; Employers’ Liability</td>
<td>1/1/2023</td>
<td>Each Accident: $2,000,000</td>
</tr>
<tr>
<td>Property (Special Risk Includes Fire and Theft)</td>
<td>1/1/2024</td>
<td>Disease - each employee:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Disease - Policy Limit:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Blanket Limit, Replacement Cost (unless otherwise stated): Deductible: $1,000</td>
</tr>
</tbody>
</table>

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: Primex! = NH Public Risk Management Exchange
By: Mary R. Perrell
Date: 9/3/2023

Additional Covered Party: Loss Payee:
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Please direct inquiries to:
Primex! Claims/Coverage Services
603-225-2641 phone
603-228-3833 fax

By: Mary R. Perrell
Date: 9/3/2023

maurerl@nhprimex.org
Subject: Opioid Abatement Programs (RGA-2023-DBH-03-OPIOi-06)

GRANT AGREEMENT

The State of New Hampshire and the Grantee here 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>1.2. State Agency Address</td>
</tr>
<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>
<tr>
<td>1.3. Grantee Name</td>
<td>1.4. Grantee Address</td>
</tr>
<tr>
<td>County of Sullivan</td>
<td>14 Main Street, Newport, NH 03773</td>
</tr>
<tr>
<td>1.5 Grantee Phone #</td>
<td>1.6. Account Number</td>
</tr>
<tr>
<td>(603) 863-2560</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>Upon the date of payment in full by the Department.</td>
<td>$2,085,873</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."

| 1.11. Grantee Signature 1 | 1.12. Name & Title of Grantee Signor 1 |
| Derek Ferland | Derek Ferland Sullivan County Manager |
| 10/5/2023 | |

Grantee Signature 2

Name & Title of Grantee Signor 2

Grantee Signature 3

Name & Title of Grantee Signor 3

| 1.13. State Agency Signature(s) | 1.14. Name & Title of State Agency Signor(s) |
| Katja S. Fox | Katja S. Fox Director |
| 10/5/2023 | |

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

By: Jody Hennigan Assistant Attorney General, On: 10/6/2023

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").
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 exhibition, 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.

9.2. 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 of 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.

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. Grantee 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

11.1.2. Grantee written notice specifying the Events 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. 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.

11.1.4. 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.

11.1.5. 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.

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.

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

12.2. 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.

12.3. The State 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 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
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 by 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 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.

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approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects him 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 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
Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions
   1.1. 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.
   1.2. 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.
   1.3. 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 has requested reimbursement for incurred costs that meet one (1) or more of the following qualifying criteria:
      1.1.1. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 related to outpatient and residential opioid use disorder (OUD) and any co-occurring substance use disorder or mental health (SUD/MH) treatment services.
      1.1.2. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 for emergency response services related to OUD and any co-occurring SUD/MH issues provided by law enforcement and first responders.
      1.1.3. Any portion of the cost of administering naloxone incurred between July 1, 2020 and May 4, 2023.
   1.2. The Grantee must submit an Invoice with appropriate supporting documentation to request reimbursement for eligible costs incurred in accordance with Exhibit C, Payment Terms.
   1.3. Reporting
      1.3.1. The Grantee must submit a report, with content identified by and in a format as required by the Commission, to the Department for distribution to the Commission within six (6) months after submitting final invoice.
      1.3.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Additional Terms
   2.1. Impacts Resulting from Court Orders or Legislative Changes
      2.1.1. 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.
   2.2. Credits and Copyright Ownership
      2.2.1. 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, with funds provided in part by the State of New Hampshire."
New Hampshire Department of Health and Human Services
Opioid Abatement Programs

EXHIBIT B

Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

2.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
   2.2.3.1. Brochures.
   2.2.3.2. Resource directories.
   2.2.3.3. Protocols or guidelines.
   2.2.3.4. Posters.
   2.2.3.5. Reports.

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

3. Records

3.1. The Grantee must keep records that include, but are not limited to:
   3.1.1. 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 Agreement, and all income received or collected by the Grantee.
   3.1.2. 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.

3.2. 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.

3.3. 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.

County of Sullivan

G-B - 1.0

Grantee Initials

Date 10/5/2023
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 Contractor, based on criteria in 2 CFR 200.331.

3. Payment must be on a cost reimbursement basis for actual expenditures incurred in accordance with the approved line items, as specified in Exhibit C-1, Budget.

4. The Grantee:
   4.1. Must only request reimbursement for costs not reimbursable by other third-party funding sources and must not request reimbursement for costs that have already been reimbursed by federal, state, or other third-party funding sources. The Grantee may request reimbursement for costs originally paid through county or municipal general funds.
   4.2. Must not request reimbursement for damages.

5. The Grantee must submit an invoice with appropriate supporting documentation that identifies and requests reimbursement for approved expenses incurred between July 1, 2020 and May 4, 2023 no later than sixty (60) business days after the effective date of the Grant Agreement. The Department will not reimburse for expenses without the required supporting documentation that sufficiently supports the expenses and validates the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds. The Grantee must ensure the invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred between July 1, 2020 and May 4, 2023.
   5.4. Includes supporting documentation of allowable costs with the invoice that may include, but are not limited to:
      5.4.1. Time sheets and/or payroll records.
      5.4.2. Receipts for purchases and/or proof of expenditures.
      5.4.3. Proof of services rendered, including proof of expenditures per client, if applicable. Backup documentation must be de-identified to prevent constructive identification of any individual.
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs

EXHIBIT C

5.4.4. If applicable, claim denial paperwork to support that the services were not able to be reimbursed.

5.4.5. Evidence to validate the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds; general ledger/cost center reports, profit and loss statements; and/or audited financials for closed fiscal periods.

5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

5.6. 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
129 Pleasant Street
Concord, NH 03301

6. The Department must make payment to the Grantee within ninety (90) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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. 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.
# Exhibit C-1 Budget

## New Hampshire Department of Health and Human Services

**Contractor Name:** County of Sullivan  
**Budget Request for:** Opioid Abatement Programs  
**Budget Period:** July 1, 2020 - May 4, 2023  
**Indirect Cost Rate (if applicable):** 0%

<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>$1,043,425</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>$698,655</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>$64,079</td>
</tr>
<tr>
<td>5.(b) Supplies - Lab</td>
<td>$57,875</td>
</tr>
<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$68,565</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>$5,644</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 - Aftercare Program</td>
<td>$147,630</td>
</tr>
<tr>
<td>Other (please specify)</td>
<td>$0</td>
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<tr>
<td>Other (please specify)</td>
<td>$0</td>
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<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>$2,085,873</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>$2,085,873</strong></td>
</tr>
</tbody>
</table>

Contractor Initial:  
Date: 10/5/2023
CERTIFICATE OF AUTHORITY

1. JOE OSGOOD, hereby certify that:
   (Name of the County Clerk/County Official)

   1. I am a duly elected County Clerk/County Official) of SULLIVAN COUNTY NEW HAMPSHIRE.
      (County Name)

   2. I hereby certify that DEREK R FERLAND (may list more than one
      (Authorized Signatory)

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

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

   Dated: 01/03/2023

   [Signature of County Clerk/County Official]

   Name: Joe Osgood
   Title: Sullivan County Commissioner
CERTIFICATE OF COVERAGE

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

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

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

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

<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 - Primex³</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></td>
<td>(mm/dd/yyyy)</td>
<td>(mm/dd/yyyy)</td>
<td>Each Occurrence $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>General Aggregate $10,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Fire Damage (Any one fire) $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Med Exp (Any one person)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Combined Single Limit (Each Accident) $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Aggregate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Each Accident $2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Disease - Each Employee $2,000,000</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.

CERTIFICATE HOLDER: Additional Covered Party: Loss Payee

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

Primex³ - NH Public Risk Management Exchange

By: Marybeth Perelli

Date: 3/26/2023 mperelli@nhprimex.org

Please direct inquiries to:
Primex³ Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax
GRANT AGREEMENT

The State of New Hampshire and the Grantee here 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>Seabrook Police Department</td>
<td>7 Liberty Lane, Seabrook, NH 03874</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) 474-5200</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>Upon the date of payment in full by the Department.</td>
<td>$955,424</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>
<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."

Grantee Signature 1: William Manzi Town Manager

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 Director

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

By: John Quinn, Assistant Attorney General, On: 10/10/2023

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 approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon approval of 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 Grant Officer 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 purported termination, the State shall pay the Grant Officer 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.

5.6. **RECORDS AND ACCOUNTS.**

Between the Effective Date and the date seven (7) years after the Completion Date, except where notice default has been given to the Grantee hereunder, the Grantee, at its own expense, shall, and shall cause its agents and employees to, 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 true and correct and shall be complete and shall be kept in a manner and form that will enable the Grantee to account therefor to the State in such manner and form as the State may demand.

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

In connection with the performance of the Project, the Grantee shall comply with all applicable laws, rules, regulations, and orders of the State, or of any political subdivision thereof, or of any person designated by the State hereunder, including, but not limited to, the laws of the State of New Hampshire and any applicable federal laws.

8. **PERSONNEL.**

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

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

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

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, 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, or anyone it designates, 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 continuation 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.**

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 action, or more, or all of the following actions:

11.1. 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 such termination.

11.2. 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

11.3. 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 the termination by paragraph 10. or 12. 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. 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.

13. **CONFLICT OF INTEREST.**

No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
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 renewals of insurance required under this Agreement, no later than ten (10) days prior to the expiration date of each insurance policy.

17.1.2 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.

17.2 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, to a United States Post Office addressed to the parties as the addresses first above given.

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

19. 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 construed in determining the intent of the parties hereto.

20. 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.

21. 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.

22. 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 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.

1.2. 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.

1.3. 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 has requested reimbursement for incurred costs that meet one (1) or more of the following qualifying criteria:

1.1.1. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 related to outpatient and residential opioid use disorder (OUD) and any co-occurring substance use disorder or mental health (SUD/MH) treatment services.

1.1.2. Any portion of the cost incurred between July 1, 2020 and May 4, 2023 for emergency response services related to OUD and any co-occurring SUD/MH issues provided by law enforcement and first responders.

1.1.3. Any portion of the cost of administering naloxone incurred between July 1, 2020 and May 4, 2023.

1.2. The Grantee must submit an invoice with appropriate supporting documentation to request reimbursement for eligible costs incurred in accordance with Exhibit C, Payment Terms.

1.3. Reporting

1.3.1. The Grantee must submit a report, with content identified by and in a format as required by the Commission, to the Department for distribution to the Commission within six (6) months after submitting final invoice.

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

2. Additional Terms

2.1. Impacts Resulting from Court Orders or Legislative Changes

2.1.1. 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.

2.2. Credits and Copyright Ownership

2.2.1. 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, with funds provided in part by the State of New..."
Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

2.2.3.1. Brochures.
2.2.3.2. Resource directories.
2.2.3.3. Protocols or guidelines.
2.2.3.4. Posters.
2.2.3.5. Reports.

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

3. Records

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

3.1.1. 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 Agreement, and all income received or collected by the Grantee.

3.1.2. 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.

3.2. 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.

3.3. 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 Contractor, based on criteria in 2 CFR 200.331.

3. Payment must be on a cost reimbursement basis for actual expenditures incurred in accordance with the approved line items, as specified in Exhibit C-1, Budget.

4. The Grantee:
   4.1. Must only request reimbursement for costs not reimbursable by other third-party funding sources and must not request reimbursement for costs that have already been reimbursed by federal, state, or other third-party funding sources. The Grantee may request reimbursement for costs originally paid through county or municipal general funds.
   4.2. Must not request reimbursement for damages.

5. The Grantee must submit an invoice with appropriate supporting documentation that identifies and requests reimbursement for approved expenses incurred between July 1, 2020 and May 4, 2023 no later than sixty (60) business days after the effective date of the Grant Agreement. The Department will not reimburse for expenses without the required supporting documentation that sufficiently supports the expenses and validates the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds. The Grantee must ensure the invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred between July 1, 2020 and May 4, 2023.
   5.4. Includes supporting documentation of allowable costs with the invoice that may include, but are not limited to:
      5.4.1. Time sheets and/or payroll records.
      5.4.2. Receipts for purchases and/or proof of expenditures.
      5.4.3. Proof of services rendered, including proof of expenditures per client, if applicable. Backup documentation must be de-identified to prevent constructive identification of any individual.
New Hampshire Department of Health and Human Services  
Opioid Abatement Programs  

EXHIBIT C

5.4.4. If applicable, claim denial paperwork to support that the services were not able to be reimbursed.

5.4.5. Evidence to validate the costs are not reimbursable by other funding sources and have not already been reimbursed by another source of funds; general ledger/cost center reports, profit and loss statements; and/or audited financials for closed fiscal periods.

5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

5.6. 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  
   129 Pleasant Street  
   Concord, NH 03301

6. The Department must make payment to the Grantee within ninety (90) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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. 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

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>Seabrook Police Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Request for:</td>
<td>Opioid Abatement Programs</td>
</tr>
<tr>
<td>Budget Period</td>
<td>July 1, 2020 - May 4, 2023</td>
</tr>
<tr>
<td>Indirect Cost Rate (if applicable)</td>
<td>0%</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>$938,135</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 Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</td>
<td>$0</td>
</tr>
<tr>
<td>5.(a) Supplies - Educational</td>
<td>$0</td>
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<tr>
<td>5.(b) Supplies - Lab</td>
<td>$2,621</td>
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<tr>
<td>5.(c) Supplies - Pharmacy</td>
<td>$0</td>
</tr>
<tr>
<td>5.(d) Supplies - Medical</td>
<td>$15</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>$9,377</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>
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<tr>
<td>Other Maintenance of Equipment</td>
<td>$131</td>
</tr>
<tr>
<td>Other Education and Training</td>
<td>$2,400</td>
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<tr>
<td>Other Surveillance Items</td>
<td>$2,745</td>
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<tr>
<td>Other (please specify)</td>
<td>$0</td>
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<tr>
<td>9. Subrecipient Contracts</td>
<td>$0</td>
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<tr>
<td>Total Direct Costs</td>
<td>$955,424</td>
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<tr>
<td>Total Indirect Costs</td>
<td>$0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$955,424</td>
</tr>
</tbody>
</table>

Contractor Initial: [Signature]

Date: 9/30/2023
CERTIFICATE OF AUTHORITY

1. Shayna Merrill hereby certify that:
   (Name of the Municipality Clerk/Municipality Official)

   1. I am a duly elected Municipality Clerk/Municipality Official) of Town of Seabrook.
      (Municipality Name)

   2. I hereby certify that William M. Manzi III (Authorized Signatory)
      (may list more than one person) is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

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

Dated: 10/9/2023

Shayna Merrill
(Municipality Clerk/Municipality Official)

Town Clerk

Rev. 03/24/20
CERTIFICATE OF COVERAGE

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

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

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

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

<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>X General Liability (Occurrence Form)</td>
<td>7/1/2023</td>
<td>7/1/2024</td>
<td>Each Occurrence $2,000,000, General Aggregate $10,000,000, Fire Damages (Any one fire) Med Exp (Any one person)</td>
</tr>
<tr>
<td></td>
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<tr>
<td>X Automobile Liability</td>
<td>7/1/2023</td>
<td>7/1/2024</td>
<td>Combined Single Limit (Each Accident) $2,000,000, Aggregate $10,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Workers' Compensation &amp; Employers' Liability</td>
<td>1/1/2023</td>
<td>1/1/2024</td>
<td>Statutory Each Accident $2,000,000, Disease - Each Employee $2,000,000, Disease - Policy Limit</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X Property (Special Risk includes Fire and Theft)</td>
<td>7/1/2023</td>
<td>7/1/2024</td>
<td>Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: $1,000</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: Additional Covered Party Loss Payee:

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

By: Mary Beth Doree
Date: 10/6/2023 mpurcell@nhprimex.org

Please direct inquiries to: Primex³ Claims/Coverage Services 603-223-2841 phone 603-229-2833 fax