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ROBERT L. QUINN  
COMMISSIONER OF  
SAFETY

## State of New Hampshire

DEPARTMENT OF SAFETY  
JAMES H. HAYES BLDG, 33 HAZEN DR.  
CONCORD, N.H. 03305  
(603) 271-2791

September 21, 2020

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

### Requested Action

Pursuant to RSA 21-P:12-a, the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services (FSTEMS) requests authorization to enter into a grant agreement with the Town of Epping (VC#177517-B003) for a total amount of \$47,620.00 for the purpose of continuing a mobile integrated healthcare (MIH) program called NH Project FIRST. Effective upon Governor and Council approval through September 29, 2021. Funding source: 100% Federal Funds.

Funding is available in the SFY 2021 operating budget as follows:

02-023-023-237010-44570000	Dept. of Safety - FSTEMS - 100% Nat'l Fire Academy Grant (FR-CARA)	SFY 2021
072-500574	Grants to Local Gov't - Federal	\$47,620.00
Activity Code: 23SAMHSA21		

### Explanation

NH Project FIRST (First responders Initiating Recovery, Support, and Treatment) is designed to use specially trained first responders to connect at-risk individuals and their support networks to treatment and other services; train at-risk individuals and their support networks on overdose emergency care including the use of naloxone; and increase the number of first responders trained to carry and administer naloxone.

Since receiving grant funding, the Town of Epping has used grant funds to hire two part-time first responders to implement a mobile integrated healthcare (MIH) program and has begun conducting outreach to at-risk individuals and their support networks. In the current grant year, Epping has trained 15 first responders in CPR and naloxone use as well as 8 in opioid awareness. They join the 28 first responders trained in opioid use disorder and compassion fatigue during the previous grant year. The opioid use disorder training provides education on recognizing and understanding opioid dependence and how to connect individuals to treatment. CPR and naloxone administration training provides the necessary skills to effectively render assistance to individuals experiencing a suspected overdose emergency. One community class was held January 14, 2020 where 15 at-risk or support persons were trained in naloxone use, the Good Samaritan Law, and hands-only CPR. The two new part-time personnel have also taken recovery coach training to learn motivational interviewing skills and outreach skills to guide individuals to treatment and other services. All current recovery coaches attended a hepatitis/HIV training to enhance awareness of issues potentially encountered with opioid use. Epping has completed outreach to the 22 towns in their service area and continues to strengthen ties with them, distributing 20 naloxone kits to authorized entities in those communities. Progress has been made toward placing kits on Exeter ALS ambulances and inclusion in Exeter Hospital Emergency Department trainings. Brochures have been placed in community gathering places throughout the service area to advertise the services available and provide contact information to the public. One client referred by a participating agency completed a 28-day inpatient program, continues to remain in close contact with their recovery coach, and has been sober through Q3 of the grant. Community outreach programs have been suspended due to COVID challenges, but a CPR PowerPoint has been developed and Zoom classes are being considered as replacements. Epping has implemented a Naloxone Leave Behind

His Excellency, Governor Christopher T. Sununu  
September 21, 2020  
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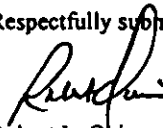
initiative with its line staff and incorporated law enforcement into the program. With the approval of grant funds, Epping plans to continue to use funds to expand awareness training and improve information networks and systems to more accurately gather, report, and track vital program data.

The grant listed above is funded from the FFY 2021 First Responder Comprehensive Addiction and Recovery Act, which was awarded to the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services (FSTEMS) from the U.S. Department of Health and Human Services' Substance Abuse and Mental Health Services Administration (SAMHSA). The grant funds are to be used to implement the MIH program to reduce the number of opioid overdoses and opioid overdose deaths, and increase the number of at-risk individuals entering into treatment and recovery services throughout the State.

Grant guidance and applications are available to all New Hampshire licensed emergency medical services (EMS) units. Subrecipients submit applications to this office, which are reviewed by FSTEMS FR-CARA Staff, the FR-CARA Advisory Committee, and approved by the FSTEMS Director. The criteria for approval are based on grant eligibility in accordance with the grant's current guidance and the documented needs of the local communities.

The First Responder Comprehensive Addiction and Recovery Act (FR-CARA) grants are 100% federally funded by SAMHSA with no match requirement. In the event that Federal Funds are no longer available, General Funds and/or Highway Funds will not be requested to support this program.

Respectfully submitted,


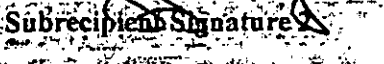

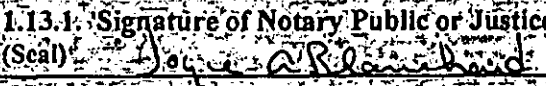

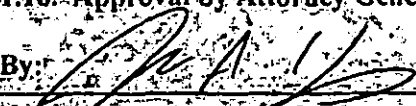


Robert L. Quinn  
Commissioner of Safety

**GRANT AGREEMENT**

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
**GENERAL PROVISIONS**

**I. Identification and Definitions.**

1.1. State Agency Name NH Department of Safety, Fire Standards & Training and Emergency Medical Services		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Epping (VC#177517-B003)		1.4. Subrecipient Tel. #/Address 603-679-5441 157 Main Street, Epping, NH 03042	
1.5. Effective Date G & C Approval	1.6. Account Number AU #44570000	1.7. Completion Date September 29, 2021	1.8. Grant Limitation See Exhibit B
1.9. Grant Officer for State Agency Paula Holigan, FR-CARA Program Manager		1.10. State Agency Telephone Number (603) 223-4200	
*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. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1 Greg C. Deane, Town Administrator	
Subrecipient Signature 2 		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3 		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of ROCKINGHAM on 9/11/20, before the undersigned officer, personally appeared the person identified in block 1.12, known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11, and acknowledged that he/she executed this document in the capacity indicated in block 1.12. JOYCE A. BLANCHARD			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 		State of New Hampshire Notary Public My Commission Expires Feb 10, 2021	
1.13.2. Name & Title of Notary Public or Justice of the Peace Joyce A. Blanchard		(Commission Expiration) 2-10-21	
1.14. State Agency Signature(s) By:  On: 9/11/20		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 10/15/2020			
1.17. Approval by Governor and Council (if applicable) By: _____ On: 11/11			

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"); pursuant to RSA 21-P:12-a, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED:** Except as otherwise specifically provided for herein, the Subrecipient 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 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").

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

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

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

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

5.3. In accordance with the provisions set forth in EXHIBIT B, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.4. 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.

5.5. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. **RECORDS and ACCOUNTS.**

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. **PERSONNEL.**

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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

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

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

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

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

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

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

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

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

11. **EVENT OF DEFAULT; REMEDIES.**

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

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

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

12. **TERMINATION.**

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

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

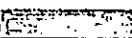
12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

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

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Subrecipient, 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

Subrecipient Initials: 1.) 

2.) 

3.) 

Date: 9/11/2024

- 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. **SUBRECIPIENT'S RELATION TO THE STATE.** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. **INDEMNIFICATION.** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE AND BOND.**
- 17.1 The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project; and
- 17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
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 Subrecipient.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.)                     

2.)                     

3.)                     

Date: 9/11/20

**EXHIBIT A**

**Scope of Services**

1. The Department of Safety, Division of Fire Standards & Training and Emergency Medical Services (hereinafter referred to as "the State") is awarding the Town of Epping (hereinafter referred to as "the Subrecipient") \$47,620.00 in grant funding and will provide "the Subrecipient" with approximately 50 naloxone kits with an in-kind value of up to \$4,750.00 (total value of kits to be distributed) for a combined total award of \$52,370.00. This grant award will be used to continue "the Subrecipient's" Mobile Integrated Healthcare (MIH) program that supports first responders in their efforts to reduce fatalities through outreach and distribution of naloxone to at-risk individuals and their support networks.
2. "The Subrecipient" agrees to submit quarterly progress reports and requests for reimbursement within fifteen (15) days after each quarter (January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>) until all activities associated with the grant award have been completed.
3. "The Subrecipient" agrees that the project grant period ends as noted in Box 1.7 and that a final performance and expenditure report will be sent to "the State" by October 30, 2021.
4. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
5. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date, or longer if notified by the Department of Safety that an active audit requires the documents to be maintained and accessible for a period longer than the original grant period end date.

Subrecipient Initials: 1.) LED

2.) RECEIVED

3.) RECEIVED

Date: 09/11/2021

**EXHIBIT B**

**Grant Amount and Method of Payment**

**1. GRANT AMOUNT**

<b>Total Grant (Federal Award): \$52,370.00</b>	<b>Project Cost is 100% Federal Funds</b>
<b>Monetary Award Portion: \$47,620.00</b>	<b>In-kind Award Portion: \$4,750.00</b>
<b>Awarding Agency: Substance Abuse and Mental Health Services Administration (SAMHSA)</b>	
<b>Award Title: First Responders- Comprehensive Addiction &amp; Recovery Act (FR-CARA)</b>	
<b>Award Number: 5H79SP080286-04</b>	
<b>Catalog of Federal Domestic Assistance (CFDA) Number: 93.243 (FR-CARA)</b>	
<b>Applicant's Data Universal Numbering System (DUNS): 0044175461</b>	

**2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$47,620.00.
- b. "The Subrecipient" shall remit invoices to the NH Project FIRST Program Office as noted in the NH Project FIRST grant guidance and quarterly progress report.
- c. "The State" shall reimburse up to \$47,620.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e., copies of payroll, sign-in sheets, invoices and cancelled checks) and quarterly progress reports from "the Subrecipient".

**3. IN-KIND VALUE**

- a. "The State" shall provide naloxone kits to "the Subrecipient" solely for purposes of implementing NH Project FIRST.
- b. "The State" shall supply approximately 50 naloxone kits with an estimated value not to exceed \$4,750.00.
  - i. 50 kits with an estimated value of \$95.00 per kit for a total of \$4,750.00

Subrecipient Initials: 1.) ASD

2.)                     

3.)                     

Date: 2/9/2021

EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. "The Subrecipient" ensures Federal award funds will supplement, and not replace (supplant) nonfederal funds for this project and ensures that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. If required, "the Subrecipient" agrees to demonstrate that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
3. "The Subrecipient" agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period "the Subrecipient" will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to "the State".

Additionally, "the Subrecipient" has or will notify their auditor of the above requirements prior to performance of the audit. "The Subrecipient" will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. "The Subrecipient" will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200 as codified by HHS at 45 CFR 75. "The Subrecipient" will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

4. "The Subrecipient" agrees to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds and will include the percentage and dollar amounts of the total program or project costs financed with federal funds; and the percentage and dollar amount of the total costs financed by nongovernmental sources.
5. "The Subrecipient" agrees to comply with all grant compliance and certification requirements as referenced in the NH Project FIRST, FR-CARA Grant Guidance.
6. Order of Precedence: In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:
  - a. State of New Hampshire, Department of Safety, Grant Agreement;
  - b. State of New Hampshire, FR-CARA, NH Project FIRST Grant Guidance Document;
  - c. State of New Hampshire, FR-CARA, NH Project FIRST Grant Award Letter;
  - d. State of New Hampshire, FR-CARA, NH Project FIRST Application, which is herein included by reference.

Subrecipient Initials: 1.) [Signature]

2.) [Signature]

3.) [Signature]

Date: 9/17/20



**BOARD OF SELECTMEN MEETING MINUTES  
TOWN OF EPPING, NEW HAMPSHIRE  
August 31, 2020**



**MEETING OF THE BOARD OF SELECTMEN  
VIA ZOOM FOR BUSINESS  
Meeting ID: 881 0519 9867  
Passcode: 216384**

**ATTENDANCE**

Chairman Adam Munguia; Selectmen Mike Yergeau, Cody Belanger and Joe Trombley. Town Administrator Gregory C. Dodge. Executive Secretary Joyce Blanchard. Selectmen Bob Jordan joined the meeting via cell phone.

**CALL TO ORDER**

Chairman Adam Munguia called the public meeting to order at 7:00 PM via Zoom.

**MINUTES**

Minutes from the August 24, 2020 Selectmen's meeting were submitted for approval.

Motion by Selectman Joe Trombley to approve the minutes from the August 24, 2020 Selectmen's meeting. Seconded by Selectman Cody Belanger. Roll Call Vote; Selectmen Cody Belanger, Joe Trombley, Bob Jordan and Chairman Adam Munguia all voting aye. Selectman Mike Yergeau abstained. Motion Carried.

**EOC UPDATE**

EOC Director Don DeAngelis reported the state numbers for positive COVID-19 patients are 222. The numbers continue to drop. Maine, New York and New Hampshire are all doing better although there are hot spots.

## **FIRE con't**

EOC Director Don DeAngelis explained this is the third year for applying to the First Responder Comprehensive Addiction and Recovery Act Cooperative Agreement in the amount of \$52,370.00 to implement a Mobile Integrated Healthcare program. The number of overdoses are down which is the mission of this program.


**Motion by Selectman Mike Yergeau to accept the terms of the First Responder Comprehensive Addiction and Recovery Act Cooperative Agreement as presented in the amount of \$52,370.00 to implement a Mobile Integrated Healthcare program pending both NH Fire Standards and Training & EMS approval and Governor and Council approval and to authorize Town Administrator Gregory C. Dodge to sign all documents related to the grant. Seconded by Selectman Joe Trombley. Roll Call Vote; Selectmen Cody Belanger, Joe Trombley, Mike Yergeau and Chairman Adam Munguia all voting aye. Motion Carried. Selectman Bob Jordan left the meeting as he lost cell connection.**

## **BLOCK PARTY – PAM TIBBETTS**

EOC Director Don DeAngelis had a second meeting with Pam Tibbetts regarding the Block Party on Halloween night. Police Chief Michael Wallace has approved the plan. Main Street will be closed from Route 27 to Bunker Avenue. There will be an entrance on Main Street with a police officer and a counter, exiting onto Bunker Ave. The counter is required to maintain social distancing. A total of 193 people can be in the church parking lot and 476 people can be on Main Street. Hay bales will be set up to sit and eat with families from the food trucks. There will be a fire truck at Bunker Avenue that will block off Main Street and will help with lighting to provide safety. Tables will be set up on both sides of the street with 6 feet distances. There will be mandatory masks and posting like the Town Hall has presently. You can't have been out of New England, feel sick or have a temp. The church will be selling pizza and following 2.0 restaurant guidelines as will the food trucks. The barber shop and church will provide access to a restroom with one way in and exiting through a different door. The American Legion has offered to do trash pickup.

Pam Tibbetts added she and the Leddy Center will provide PPE products. She is hoping the highway department could lend them some saw horses, cones and additional lighting. She is also asking for volunteers, vendors, crafters and small businesses to give out candy for "Checkers" ten years anniversary Halloween Block Party.

**Motion by Selectman Cody Belanger to give preliminary approval pending a written plan coming to the Board of Selectmen. Seconded by Selectman Mike Yergeau. Roll Call Vote;**

  
Adam Munguia, Chairman

Bob Jordan, Selectman

  
Mike Yergeau, Selectman

  
Cody Belanger, Selectman

  
Joe Trombley, Selectman

Dated: September 8, 2020



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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<sup>3</sup> 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<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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<sup>3</sup>. 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.

<b>Participating Member:</b> Primex3 Members as per attached Schedule of Members Property & Liability Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
	<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Mary Beth Penell</i>
			<b>Date:</b> 6/23/2020    mpurcell@nhprimex.org Please direct inquiries to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Sullivan County	606
Sullivan School District	964
Sunapee School District	955
Surry School District	965
Swains Lake Village District	552
Tamworth School District	836
Thornton School District	758
Tilton Northfield Fire	567
Timberlane Regional School District	775
Town of Albany	101
Town of Alexandria	102
Town of Alstead	104
Town of Amherst	106
Town of Andover	107
Town of Antrim	108
Town of Auburn	111
Town of Barnstead	112
Town of Barrington	113
Town of Bartlett	114
Town of Bath	115
Town of Belmont	117
Town of Bennington	118
Town of Benton	121
Town of Bow	123
Town of Bradford	124
Town of Brookfield	128
Town of Campton	130
Town of Canaan	131
Town of Carroll	134
Town of Charlestown	136
Town of Chatham	137
Town of Chester	138
Town of Clarksville	142
Town of Colebrook	143
Town of Columbia	144
Town of Cornish	147
Town of Dalton	149
Town of Danbury	150
Town of Deering	153
Town of Derry	154
Town of Dorchester	155
Town of Durham	160
Town of Eaton	163
Town of Enfield	166
→ Town of Epping	167
Town of Errol	169
Town of Farmington	171
Town of Fitzwilliam	172
Town of Gilsum	180
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Grantham	185
Town of Greenland	187
Town of Groton	189
Town of Hampstead	190
Town of Hampton	191
Town of Hancock	193
Town of Hanover	194
Town of Harrisville	195
Town of Haverhill	196
Town of Hebron	197
Town of Henniker	198
Town of Hinsdale	201



## CERTIFICATE OF COVERAGE

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Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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<sup>3</sup>. 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.

<b>Participating Member:</b> Primex <sup>3</sup> Members as per attached Schedule of Members Workers' Compensation Program		<b>Member Number:</b>		<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 48 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (month/day/year)	Expiration Date (month/day/year)	Limit	NH Statutory Limit	Other Limit	
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence			
			General Aggregate			
			Fire Damage (Any one fire)			
			Med Exp (Any one person)			
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)			
			Aggregate			
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory	\$2,000,000		
				Each Accident	\$2,000,000	
				Disease -- Each Employee		
				Disease -- Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)			
<b>Description: Proof of Primex Member coverage only.</b>						

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
NH Dept of Safety 33 Hazen Dr. Concord, NH 03301			<b>By:</b> <i>Wayne Scott Powell</i>
			<b>Date:</b> 12/18/2019    m.purcell@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-226-3833 fax

Town of Effingham	164
Town of Ellsworth	165
→ Town of Epping	167
Town of Epsom	168
Town of Errol	169
Town of Exeter	170
Town of Farmington	171
Town of Francestown	173
Town of Franconia	174
Town of Freedom	176
Town of Fremont	177
Town of Gifford	178
Town of Gilmanton	179
Town of Gilsum	180
Town of Goffstown	181
Town of Gorham	182
Town of Goshen	183
Town of Grafton	184
Town of Greenfield	186
Town of Greenville	188
Town of Groton	189
Town of Hampstead	190
Town of Hampton Falls	192
Town of Hancock	193
Town of Harrisville	195
Town of Henniker	198
Town of Hill	199
Town of Hillsborough	200
Town of Hollis	203
Town of Hopkinton	205
Town of Jackson	207
Town of Jaffrey	208
Town of Jefferson	209
Town of Kensington	211
Town of Kingston	212
Town of Lancaster	214
Town of Langdon	216
Town of Lempster	219
Town of Lincoln	220
Town of Litchfield	222
Town of Littleton	223
Town of Loudon	225
Town of Lyman	228
Town of Lyndeborough	228
Town of Madbury	229
Town of Madison	230
Town of Marlborough	232
Town of Mason	234
Town of Meredith	235
Town of Middleton	237
Town of Milan	238
Town of Milford	239
Town of Milton	240
Town of Monroe	241
Town of Mont Vernon	242
Town of Moultonborough	243
Town of Nelson	244
Town of New Boston	248
Town of New Ipswich	253
Town of Newfields	250
Town of Newington	252
Town of Newport	256