



Lori A. Weaver
Interim Commissioner

Karen E. Hebert
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC STABILITY

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April 14, 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 of Economic Stability, to enter into a contract with New Hampshire Catholic Charities d/b/a New Hampshire Food Bank (VC#177165), Manchester, NH, in the amount of \$99,704 to provide statewide outreach and enrollment assistance for the New Hampshire's Supplemental Nutrition and Assistance Program (SNAP) for those who may be eligible but are not currently SNAP recipients in New Hampshire. The Contract will be for an initial 17-months with the option to renew for up to two (2) additional years, effective May 3, 2023 or upon Governor and Council approval, whichever is later, through September 30, 2024. 100% Federal Funds.

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

05-95-045-451010-79930000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES - DFA FIELD SVCS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2023	102-500734	Contracts for Prog Svc	TBD	\$14,807.00
2024	102-500734	Contracts for Prog Svc	TBD	\$0
2025	102-500734	Contracts for Prog Svc	TBD	\$0
			Subtotal	\$14,807.00

05-095-045-450010-61250000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, BUREAU OF FAMILY ASSISTANCE, DIRECTORS OFFICE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2023	102-500734	Contracts for Prog Svc	TBD	\$0
2024	102-500734	Contracts for Prog Svc	TBD	\$67,702.00
2025	102-500734	Contracts for Prog Svc	TBD	\$17,195.00
			Subtotal	\$84,897.00
			Total	\$99,704.00

EXPLANATION

The purpose of this request is to implement statewide outreach to New Hampshire families and individuals, who are eligible but are not already receiving SNAP benefits, to provide eligibility information and application assistance, address food insecurity, provide education on eligibility requirements and increase overall awareness of SNAP related services. In addition, the vendor will provide marketing materials related to SNAP to locations such as food pantries, soup kitchens, Family Resource Centers, senior housing, child care programs, community health centers and other local agencies throughout the State to increase SNAP awareness.

Covered populations include New Hampshire residents who are eligible for SNAP but are not enrolled in this program. The 2022 Federal USDA priorities include targeted activities for racial diversity, higher education students, new Americans, veterans, and low-income families as well as households with older adults, families with Limited English Proficiency (LEP) and those living in rural areas.

The Department will monitor services by evaluating the following outcomes:

- Increased number of New Hampshire residents enrolled in SNAP.
- Increased visibility of SNAP marketing statewide.
- Increased knowledge among contractor, subcontractor and marketing partners about SNAP eligibility and enrollment processes.
- Expanded access for residents with LEP, new Americans and other specified targeted populations.
- Statewide presence of services.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from May 27, 2022 through July 15, 2022. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached. The proposed outreach plan was also subject to review and approval from the U.S. Department Agriculture, Food and Nutrition Services, which was approved on December 8, 2022. Development of the contract took longer than anticipated.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the original agreement, the parties have the option to extend the agreement

for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will be unable to effectively market and promote SNAP services statewide to those who may be eligible, but not currently enrolled, which may result in families and individuals to experience food insecurity.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #10.561, FAIN # TBD

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

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

Project ID # RFP-2023-DEHS-05-FOODF-01

Project Title Food For All

	Maximum Points Available	Catholic Charities NH dba New Hampshire Food Bank
Technical		
Implementation Plan - Q1	125	110
Documenting Expense Allocation - Q2	25	21
Data Management - Q3	25	21
Experience with Rules & Regulations - Q4	25	18
Experience Providing Outreach Activities - Q5	60	40
SNAP Outreach with Targeted Populations - Q6	50	40
SNAP Outreach with NH Geography - Q7	60	42
Performance & Quality Improvement - Q8	50	41
Subtotal - Technical	400	333
Cost		
Budget Sheet	60	15
Program Staff List	60	15
Subtotal - Cost	100	30
TOTAL POINTS	500	363

Total Proposed Vendor Cost

\$273,028

Reviewer Name
1 Debra Sorli
2 Laura Ingram
3 Lissa Sirols

Title
Bureau Chief
Bureau Chief - Population Health and Community Services
Financial Manager/Interim Bureau Chief, Population Health and Community Services

Subject: Food for All (RFP-2023-DEHS-05-FOODF-01)

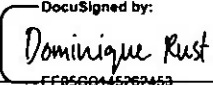
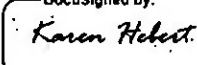
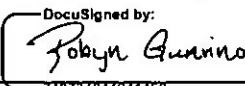
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Catholic Charities d/b/a New Hampshire Food Bank		1.4 Contractor Address 215 Myrtle Street, Manchester, NH, 03105	
1.5 Contractor Phone Number 603-669-9725	1.6 Account Number 05-095-045-450010-61250000	1.7 Completion Date 9/30/2024	1.8 Price Limitation \$99,704
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  EE9560146262453...		1.12 Name and Title of Contractor Signatory Dominique Rust VP & COO	
1.13 State Agency Signature DocuSigned by:  62866CEB18A4418...		1.14 Name and Title of State Agency Signatory Karen Hebert Division Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Robyn Guarino Attorney On: 4/21/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission^s of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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 wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.


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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials 
Date 4/19/2023

New Hampshire Department of Health and Human Services
Food for All

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on May 3, 2023, or upon Governor and Council approval, whichever is later. ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

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

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

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

**New Hampshire Department of Health and Human Services
Food For All**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide Supplemental Nutrition Assistance Program (SNAP) outreach and enrollment activities statewide to special targeted populations and income-eligible individuals and families for SNAP assistance in New Hampshire, including but not limited to:
 - 1.1.1. Working low-income or working poor individuals and families.
 - 1.1.2. Single women, head-of-household, with children.
 - 1.1.3. Seniors.
 - 1.1.4. College students.
 - 1.1.5. New Americans.
 - 1.1.6. Racially diverse groups.
 - 1.1.7. Immigrant communities.
 - 1.1.8. Veterans.
- 1.2. The Contractor must focus marketing efforts on special targeted populations and income-eligible individuals and families as identified in Section 1.1.
- 1.3. The Contractor may utilize approved subcontractor relationships to ensure statewide coverage.
- 1.4. For the purposes of this Agreement, all references to days mean business days, excluding state and federal holidays.
- 1.5. For the purposes of this Agreement, all references to business hours mean Monday through Friday from 8 AM to 5 PM.
- 1.6. The Contractor must provide and administer services in this Agreement in accordance with applicable federal and state laws, as well as rules, policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, including but not limited to:
 - 1.6.1. USDA Food and Nutrient Services (FNS) Rules and Regulations as applicable.
 - 1.6.2. SNAP Rules and Regulations as applicable.
- 1.7. The Contractor must comply with guidelines from FNS and the Department, as directed by FNS and the Department.
- 1.8. The Contract must ensure all marketing material is approved by the Department before it can be released to the public and disseminated or used in any public capacity.
- 1.9. The Contractor must provide information about and access to SNAP enrollment to New Hampshire residents and communities by promoting SNAP benefits. Information about and access to enrollment activities, include but are not limited to:

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New Hampshire Department of Health and Human Services
Food For All

EXHIBIT B

- 1.9.1. Providing information regarding SNAP.
- 1.9.2. Explaining eligibility requirements for SNAP.
- 1.9.3. Explaining the application process for SNAP benefits.
- 1.9.4. Assisting with enrollment, including the SNAP application.
- 1.9.5. Assisting in obtaining and submitting SNAP applicant verification documents.
- 1.9.6. Conducting outreach in appropriate languages where potentially SNAP-eligible Limited English Proficient populations reside or gather.
- 1.9.7. Conducting outreach and education work with community organizations and healthcare facilities regarding SNAP benefits.
- 1.9.8. Conduct outreach and education to dispel myths and correct misperceptions regarding SNAP program and benefits.
- 1.10. The Contractor must not coerce any individual into applying for SNAP.
- 1.11. **Statewide Outreach**
 - 1.11.1. The Contractor must provide four (4) FNS reimbursable outreach activities statewide to promote SNAP benefit. The following SNAP activities are eligible for 50% reimbursement through the Department upon contract effective date:
 - 1.11.1.1. Enrollment and application assistance.
 - 1.11.1.2. Assistance obtaining and submitting application verification documents on behalf of the applicant.
 - 1.11.1.3. Outreach and information dissemination in appropriate languages and locations where potentially eligible individuals reside and gather.
 - 1.11.1.4. Conduct outreach and educational workshops with community-based human or social services agencies and providers at their locations.
 - 1.11.2. The Contractor must promote SNAP by engaging community-based human or social services agencies and providers to ensure successful implementation of a comprehensive and effective statewide outreach plan, including but not limited to the following organizations:
 - 1.11.2.1. New Hampshire Food Bank partner agencies.
 - 1.11.2.2. Health care providers.
 - 1.11.2.3. Community Action Program (CAP) agencies.
 - 1.11.2.4. Meals on Wheels programs.
 - 1.11.2.5. Family Resource Centers.
 - 1.11.2.6. Housing authorities.

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**New Hampshire Department of Health and Human Services
Food For All**

EXHIBIT B

- 1.11.2.7. Homeless service providers.
- 1.11.2.8. Veteran service providers.
- 1.11.2.9. Food pantries.
- 1.11.2.10. Soup kitchens.
- 1.11.2.11. Senior centers.
- 1.11.2.12. Community health centers.
- 1.11.2.13. Health care clinics.
- 1.11.2.14. Other human or social service agencies as determined by the Department.
- 1.11.3. The Contractor must ensure subcontractors and marketing partners:
 - 1.11.3.1. Attend SNAP outreach and enrollment trainings.
 - 1.11.3.2. Promote SNAP resources.
 - 1.11.3.3. Have access to accurate and reliable SNAP information.
 - 1.11.3.4. Understand how to best disseminate SNAP outreach materials.
- 1.11.4. The Contractor must utilize the Nutrition Incentive Network to establish and grow partnerships with its 400 affiliates and initiate new partnerships with affiliates statewide to continue SNAP outreach and enrollment activities.
- 1.11.5. The Contractor must distribute SNAP Outreach Program materials and reinforcement items to its:
 - 1.11.5.1. Subcontractors.
 - 1.11.5.2. Seven (7) marketing partners.
 - 1.11.5.3. Nutrition Incentive Network Affiliates.
- 1.11.6. The Contractor must utilize outreach reinforcement items to promote and provide accurate, educational or informational outreach messages to all potentially eligible individuals and target population and must not utilize reinforcement items to incentivize anyone to apply for SNAP benefits. Reinforcement items, include but are not limited to:
 - 1.11.6.1. Magnets.
 - 1.11.6.2. Pencils/pens.
 - 1.11.6.3. Seed packets.
 - 1.11.6.4. Recipe cards.
 - 1.11.6.5. Notepads.
 - 1.11.6.6. Other reinforcement items, subject to FNS approval.

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**New Hampshire Department of Health and Human Services
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1.11.7. The Contractor must ensure application assistance and outreach materials are available and promoted through the following methods which include, but are not limited to:

- 1.11.7.1. Social media.
- 1.11.7.2. Wellness fairs.
- 1.11.7.3. SNAP booths at farmers' markets and farm stands.
- 1.11.7.4. Food pantries.
- 1.11.7.5. Soup kitchens.
- 1.11.7.6. Senior congregate meal centers.
- 1.11.7.7. Senior housing sites.
- 1.11.7.8. USDA Rural Housing units.
- 1.11.7.9. Homeless service providers.
- 1.11.7.10. Veteran service providers.
- 1.11.7.11. Community health centers.
- 1.11.7.12. Federally qualified health centers.
- 1.11.7.13. WIC and Community Action Program.
- 1.11.7.14. Libraries.
- 1.11.7.15. Laundromats.
- 1.11.7.16. Community bulletin boards.
- 1.11.7.17. Local convenience and general stores.
- 1.11.7.18. Local community social media sites.
- 1.11.7.19. Other like locations as opportunities are presented and as appropriate or requested by the Department.

1.12. SNAP Education, Awareness and Assistance

- 1.12.1. The Contractor must promote SNAP eligibility and enrollment processes through its website and social media accounts and encourage and develop collaborative partnerships to share posts; ensuring information is disseminated broadly in the community and statewide.
- 1.12.2. The Contractor must promote SNAP in multilingual manner, and must create, disseminate and utilize signage, community events and an online marketing campaign to promote SNAP on a weekly basis.
- 1.12.3. The Contractor must explore and develop internet accessibility for SNAP to non-English speaking New Hampshire residents in need of web-based language assistance.

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1.12.4. The Contractor must design and implement a messaging tool for and a methodology to communicate with individuals about SNAP benefits and food access opportunities who are:

1.12.4.1. Homebound.

1.12.4.2. Without internet access.

1.12.4.3. Are computer illiterate.

1.12.4.4. Who might not have access to public venues.

1.12.5. The Contractor must refer potentially eligible individuals to the state's website, NH EASY Gateway to Service, and support individuals over the phone who may have technical difficulty, lack of access, or need verbal support completing an on-line application.

1.13. Provisions to Expenses

1.13.1. The Contractor must adhere to the following allowable administrative expenses including, but not limited to:

1.13.1.1. Salaries and benefits of personnel involved in outreach and administrative support.

1.13.1.2. Office equipment, supplies, postage, and copying/printing costs.

1.13.1.3. Development and production of outreach materials when no other appropriate materials exist.

1.13.1.4. Lease or rental costs.

1.13.1.5. Maintenance expenses.

1.13.1.6. Other indirect costs.

1.13.1.7. Charges for related ground travel for the purpose of fulfilling the approved outreach plan objectives.

1.13.2. The Contractor must adhere to the following unallowable administrative expenses. The following activities and expenditures do not qualify for federal FNS or state reimbursement; any proposed outreach plan may only include these activities with the Contractor's own funding source:

1.13.2.1. Radio, television, and billboard advertisements.

1.13.2.2. Any agreements with foreign governments.

1.13.2.3. Determining financial eligibility of a SNAP applicant(s).

1.13.2.4. Activities related to authorizing retailers for Electronic Benefit Transfer (EBT).

1.13.2.5. Activities that solely benefit programs other than SNAP; Activities that benefit multiple programs must be appropriately cost allocated.

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**New Hampshire Department of Health and Human Services
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- 1.13.2.6. Acting as an authorized representative for applying, or receiving SNAP benefits at issuance, or food purchasing.
- 1.13.2.7. Transportation of consumers to or from the local SNAP office or provisions of tokens, vouchers or similar items for transportation of clients to or from the local SNAP office.
- 1.13.2.8. Recruitment activities, defined at 7 CFR 277.4(b) as "activities designed to persuade an individual who has made an informed choice not to apply for food stamps to change his or her decision and apply."
- 1.13.3. The Contractor must not include any expenditures regarding compensating staff for outreach activities based on the number of people who apply for SNAP as a result of that worker's efforts.
- 1.13.4. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.13.5. The Contractor must actively and regularly collaborate with the Department to ensure contract compliance and enhance contract management.
- 1.14. **Staffing**
 - 1.14.1. The Contractor must recruit, in the event of vacancies, and maintain a workforce that is culturally, linguistically, racially and ethnically diverse.
 - 1.14.2. The Contractor must:
 - 1.14.2.1. Provide a full-time SNAP Outreach Program Coordinator and a part-time Nutrition Program Manager to:
 - 1.14.2.1.1. Provide assistance in-person, by video or telephone for the purposes of education, support, access to services, and application assistance to consumers and community partners at affiliate, subcontractor, and marketing partner locations food pantries, soup kitchens, congregate meal centers, senior housing, USDA Rural Housing units, colleges and universities, child care programs, community health centers, WIC programs, Community Action Programs, libraries, laundromats, community bulletin boards, local convenience and general stores, local community social media sites, senior fairs and job fairs.
 - 1.14.2.1.2. Provide training and technical support to all partners and assist consumers and SNAP

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applicants with enrollment activities, including accessing required verification documents.

- 1.14.2.1.3. Implement outreach activities in collaboration with partners, stakeholders and the Department.
- 1.14.2.2. Assist applicants with enrollment in SNAP and required verification documents.
- 1.14.2.3. Answer consumer questions regarding enrollment and eligibility, and provide consumers with the contact information for the Bureau of Family Assistance call center.
- 1.14.2.4. Leverage its participation with the Department's Closed Loop Referral solution Contractor and the Nutrition Incentive Network to encourage statewide partners to refer clients to the SNAP Outreach Program.
- 1.14.2.5. Ensure there will be no solicitation of persons to apply for SNAP benefits.
- 1.14.2.6. Train community organizations and consumers in accessing SNAP.
- 1.14.2.7. Expand or involve any suitable organization or partners that can engage in SNAP enrollment and application assistance.

1.15. Background Checks

- 1.15.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.15.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement.
 - 1.15.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.
 - 1.15.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.16. Reporting

- 1.16.1. The Contractor must submit quarterly and annual reports to the Department to ensure compliance with this contract. Quarterly and annual reports include but are not limited to:

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- 1.16.1.1. Accomplishments: Describe the accomplishments and achievements of each of the outreach plan projects.
 - 1.16.1.2. Major Challenges and Solutions Developed: Describe issues that affected the implementation of the outreach plan/projects and outcome such as changes in: staffing, collaborative arrangements, etc. and how these issues were resolved.
 - 1.16.1.3. Evaluation Methodology and Findings: Describe the results and progress of the project relative to the established goals. Describe the effectiveness of the SNAP outreach activities. Also, please include the types of data and information collected, how it was collected, how it was analyzed, and limitations on its use, interpretations, and conclusions.
- 1.16.2. The Contractor must submit quarterly reports within ten (10) days following the reporting period clearly explaining the following:
- 1.16.2.1. Subcontractor Collaborations, if applicable, including:
 - 1.16.2.1.1. What is working, in terms of these collaborations.
 - 1.16.2.1.2. What challenges your organization is facing with these collaborations.
 - 1.16.2.1.3. What solutions you will implement to overcome these challenges.
 - 1.16.2.2. Progress towards Specific, Measureable, Achievable, Relevant, and Timely (SMART) Goals.
 - 1.16.2.3. Goals with supporting data.
 - 1.16.2.4. Total number of individuals who received SNAP outreach activities.
 - 1.16.2.5. Total number of individuals who received SNAP outreach activities as identified, and subsequently submitted a SNAP application.
 - 1.16.2.6. All data regarding subcontractors that provided outreach material and application assistance.
- 1.16.3. The Contractor must obtain aggregated data on the number of outreach activities, including but not limited to:
- 1.16.3.1. The number of SNAP applications submitted.
 - 1.16.3.2. The number of touch points with applicants to support their enrollment process.
- 1.16.4. The Department will monitor Contractor performance by establishing and tracking outcomes based on the Plan submitted to FNS in the following categories and the contractor must submit quarterly and

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annual reports to the Department to ensure compliance with this contract. Quarterly and annual reports include but are not limited to:

- 1.16.4.1. # of people the organization helped apply for SNAP benefits.
- 1.16.4.2. # of people the organization helped assist in obtaining and submitting application verification documents.
- 1.16.4.3. # of SNAP outreach material organization distributed.
- 1.16.4.4. # SNAP outreach events attended or hosted.
- 1.16.4.5. # of people educated about SNAP.
- 1.16.4.6. # of SNAP applications submitted.
- 1.16.4.7. # of people enrolled in SNAP.
- 1.16.4.8. Tracking the number of outreach materials created and disseminated.
- 1.16.4.9. Tracking and reporting on social media posts and engagement on social media platforms.
- 1.16.4.10. Reviewing the volume of potential SNAP applicants periodically and evaluate progress against the projection of six hundred (600) applications during the contract period.
- 1.16.4.11. Methods and locations for SNAP outreach and education.
- 1.16.5. The Contractor must maintain or adjust its outreach and enrollment strategies based on outcomes and as directed by the Department.

1.17. Performance Measures

- 1.17.1. The Department will monitor Contractor performance by establishing and tracking outcomes measured in the following categories:
 - 1.17.1.1. The Department will receive six hundred (600) SNAP applications over the term of the contract, demonstrated and attested by the Contractor's enrollment activities with potential SNAP applicants.
 - 1.17.1.2. The Contractor increased the visibility of SNAP with biweekly social media posts.
 - 1.17.1.3. Increase knowledge about SNAP eligibility and enrollment processes through training among:
 - 1.17.1.3.1. Subcontractor.
 - 1.17.1.3.2. Marketing partners.
 - 1.17.1.3.3. Community-based human and social service agencies.
 - 1.17.1.4. Expanded access and outreach to residents with Limited English Proficiency and new Americans.

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1.18. Contract End-of-Life Transition Services

1.18.1. General Requirements

- 1.18.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 1.18.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.18.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 1.18.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 1.18.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and

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conditions remain in effect until the Data Transition is accepted as complete by the Department.

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

1.18.2. Completion of Transition Services

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

1.18.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

1.18.3. Disagreement over Transition Services Results

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

1.19. Website and Social Media

1.19.1. The Contractor agrees personal information (PI), or other confidential information solicited by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the contract. The solicitation or disclosure of PI, or other confidential information shall be subject to the Information Security Requirements Exhibit, the Business Associates Agreement Exhibit and all applicable state rules and state and federal law. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

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1.20. State of New Hampshire's Website Copyright

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

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.2. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

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

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**New Hampshire Department of Health and Human Services
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EXHIBIT B

valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts however, that if, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, Supplemental Nutrition and Assistance Program, as awarded on October 1, 2022, by the Food and Nutrition Service, USDA, CFDA 10.561, FAIN # TBD.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through Exhibits C-3, Budget. The Contractor shall:
 - 3.1. Meet the in-kind match of an amount equal to a minimum of 100% of the funding in this contract from the federal Supplemental Nutrition and Assistance Program grant listed in Section 1.1, in compliance with the funding requirements listed in Section 1.
 - 3.2. Ensure the annual required match is in non-federal contributions either in cash or in-kind related directly to carrying out the Supplemental Nutrition and Assistance Program activities and goals that may include an in-kind match of non-NH DHHS funded contributions of time, equipment, space, or dollars.
 - 3.3. Submit bi-annual reports of itemized matching funds to the Department no later than December 15th and June 15th annually.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

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EXHIBIT C

- 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to BFainvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor 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 Contractor 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 Contractor 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 Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative

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EXHIBIT C

Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services						
Contractor Name: <i>New Hampshire Catholic Charities d/b/a New Hampshire Food Bank</i>						
Budget Request for: <i>Food For All</i>						
Budget Period <i>May 3, 2023 - June 30, 2023 (SFY 2023)</i>						
Indirect Cost Rate (if applicable) <i>7.50%</i>						
Line Item	Public Cash (a)	Public In-Kind (b)	Private Cash (c)	Total Non-Federal Funds (d=a+b+c)	Federal Funds (e)	Total Funds (f=d+e)
1. Salary & Wages	\$ -	\$ -	\$ 5,691	\$ 5,691	\$ 5,691	\$ 11,382
2. Fringe Benefits	\$ -	\$ -	\$ 1,593	\$ 1,593	\$ 1,593	\$ 3,186
3. Consultants	\$ -	\$ -	\$ 1,111	\$ 1,111	\$ 1,111	\$ 2,222
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(a) Supplies - Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(b) Supplies - Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(c) Supplies - Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(d) Supplies - Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(e) Supplies Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(f) Copying/Printing/Materials	\$ -	\$ -	\$ 2,222	\$ 2,222	\$ 2,222	\$ 4,444
5.(g) Internet/Telephone	\$ -	\$ -	\$ 533	\$ 533	\$ 533	\$ 1,066
6. Travel	\$ -	\$ -	\$ 87	\$ 87	\$ 87	\$ 174
6.(a) Long Distance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.(b) Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (a) Other - Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (b) Other - Education and Training	\$ -	\$ -	\$ 111	\$ 111	\$ 111	\$ 222
8. (c) Other - Building Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Subrecipient Contracts	\$ -	\$ -	\$ 2,426	\$ 2,426	\$ 2,426	\$ 4,852
Total Direct Costs	\$ -	\$ -	\$ 13,774	\$ 13,774	\$ 13,774	\$ 27,548
Total Indirect Costs	\$ -	\$ -	\$ 1,033	\$ 1,033	\$ 1,033	\$ 2,066
TOTAL	\$ -	\$ -	\$ 14,807	\$ 14,807	\$ 14,807	\$ 29,614

Contractor Initials DR
Date 4/19/2023

New Hampshire Department of Health and Human Services						
Contractor Name: <i>New Hampshire Catholic Charities d/b/a New Hampshire Food Bank</i>						
Budget Request for: <i>Food For All</i>						
Budget Period: <i>July 1, 2023 - June 30, 2024 (SFY 2024)</i>						
Indirect Cost Rate (if applicable): <i>7.50%</i>						
Line Item	Public Cash (a)	Public In-Kind (b)	Private Cash (c)	Total Non-Federal Funds (d=a+b+c)	Federal Funds (e)	Total Funds (f=d+e)
1. Salary & Wages	\$ -	\$ -	\$ 26,378	\$ 26,378	\$ 26,378	\$ 52,756
2. Fringe Benefits	\$ -	\$ -	\$ 7,386	\$ 7,386	\$ 7,386	\$ 14,772
3. Consultants	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 10,000
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(a) Supplies - Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(b) Supplies - Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(c) Supplies - Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(d) Supplies - Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(e) Supplies Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(f) Copying/Printing/Materials	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000
5.(g) Internet/Telephone	\$ -	\$ -	\$ 2,400	\$ 2,400	\$ 2,400	\$ 4,800
6. Travel	\$ -	\$ -	\$ 395	\$ 395	\$ 395	\$ 790
6.(a) Long Distance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.(b) Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (a) Other - Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (b) Other - Education and Training	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ 1,000
8. (c) Other - Building Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Subrecipient Contracts	\$ -	\$ -	\$ 10,920	\$ 10,920	\$ 10,920	\$ 21,840
Total Direct Costs	\$ -	\$ -	\$ 62,979	\$ 62,979	\$ 62,979	\$ 125,958
Total Indirect Costs	\$ -	\$ -	\$ 4,723	\$ 4,723	\$ 4,723	\$ 9,447
TOTAL	\$ -	\$ -	\$ 67,702	\$ 67,702	\$ 67,702	\$ 135,405

DS
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Contractor Initials _____
Date 4/19/2023

New Hampshire Department of Health and Human Services						
Contractor Name: <u>New Hampshire Catholic Charities d/b/a New Hampshire Food Bank</u>						
Budget Request for: <u>Food For All</u>						
Budget Period <u>July 1, 2024 - September 30, 2024 (SFY 2025)</u>						
Indirect Cost Rate (if applicable) <u>7.50%</u>						
Line Item	Public Cash (a)	Public In-Kind (b)	Private Cash (c)	Total Non-Federal Funds (d=a+b+c)	Federal Funds (e)	Total Funds (f=d+e)
1. Salary & Wages	\$ -	\$ -	\$ 6,790	\$ 6,790	\$ 6,994	\$ 13,784
2. Fringe Benefits	\$ -	\$ -	\$ 1,901	\$ 1,901	\$ 1,958	\$ 3,859
3. Consultants	\$ -	\$ -	\$ 1,250	\$ 1,250	\$ 1,250	\$ 2,500
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(a) Supplies - Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(b) Supplies - Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(c) Supplies - Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(d) Supplies - Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(e) Supplies Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(f) Copying/Printing/Materials	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 5,000
5.(g) Internet/Telephone	\$ -	\$ -	\$ 600	\$ 600	\$ 600	\$ 1,200
6. Travel	\$ -	\$ -	\$ 99	\$ 99	\$ 99	\$ 198
6.(a) Long Distance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.(b) Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (a) Other - Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (b) Other - Education and Training	\$ -	\$ -	\$ 125	\$ 125	\$ 125	\$ 250
8. (c) Other - Building Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (please specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Subrecipient Contracts	\$ -	\$ -	\$ 2,730	\$ 2,730	\$ 2,730	\$ 5,460
Total Direct Costs	\$ -	\$ -	\$ 15,995	\$ 15,995	\$ 16,256	\$ 32,251
Total Indirect Costs	\$ -	\$ -	\$ 1,200	\$ 1,200	\$ 1,200	\$ 2,400
TOTAL	\$ -	\$ -	\$ 17,195	\$ 17,195	\$ 17,195	\$ 34,390

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Contractor Initials _____
Date 4/19/2023



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee; up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name: NH Catholic Charities dba NH Food Bank

4/19/2023

Date

DocuSigned by:

Dominique Rust

Name: Dominique Rust

Title: VP & COO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: NH Catholic Charities dba NH Food Bank

4/19/2023
Date

DocuSigned by:

 Name: Dominique Rust
 Title: VP & COO

Vendor Initials 
 Date 4/19/2023



**New Hampshire Department of Health and Human Services
Exhibit F**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: NH Catholic Charities dba NH Food Bank

4/19/2023

Date

DocuSigned by:
Dominique Rust
Name: Dominique Rust
Title: VP & COO

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Contractor Initials
4/19/2023
Date



New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials DS
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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: NH Catholic Charities dba NH Food Bank

4/19/2023

Date

DocuSigned by:

Dominique Rust
Name: Dominique Rust
Title: VP & COO

Exhibit G

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Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: NH Catholic Charities dba NH Food Bank

4/19/2023

Date

DocuSigned by:

Dominique Rust

Name: Dominique Rust

Title: VP & COO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

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Date 4/19/2023



New Hampshire Department of Health and Human Services

Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Contractor Initials OS
DKDate 4/19/2023



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials

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Date 4/19/2023



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- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

NH Catholic Charities dba NH Food Bank

The State by:

Name of the Contractor

Karen Hebert

Dominique Rust

Signature of Authorized Representative

Signature of Authorized Representative

Karen Hebert

Dominique Rust

Name of Authorized Representative
Division Director

Name of Authorized Representative

VP & COO

Title of Authorized Representative

Title of Authorized Representative

4/19/2023

4/19/2023

Date

Date



New Hampshire Department of Health and Human Services
Exhibit J

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: NH Catholic Charities dba NH Food Bank

4/19/2023

Date

DocuSigned by:

Dominique Rust

Name: DOMINIQUE RUST

Title: VP & COO

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Contractor Initials

4/19/2023

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- 1. The UEI (SAM.gov) number for your entity is: QAWDKAJFXJ8
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

- 3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

- 4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Exhibit K

DHHS Information Security Requirements



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE CATHOLIC CHARITIES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 07, 1946. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66153

Certificate Number: 0006213048



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE FOOD BANK is a New Hampshire Trade Name registered to transact business in New Hampshire on January 16, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 224188

Certificate Number: 0005868043



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Edward J. Powers hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of New Hampshire Catholic Charities
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 14, 20 22, at which a quorum of the Directors/shareholders were present and voting.
(Date)

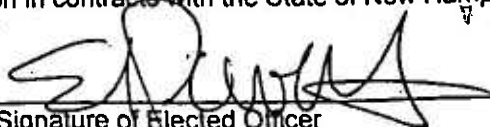
VOTED: That Thomas Bionski, Dominique Rust and David Hildenbrand (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Catholic Charities to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 4/18/23


Signature of Elected Officer
Name: Edward J. Powers
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2023

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

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

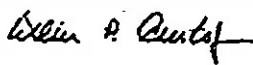
PRODUCER Porter & Curtis, LLC 225 State Road Media, PA 19063	CONTACT NAME: Suzanne Robotham	
	PHONE (A.C. No. Ext): _____ FAX (A.C. No.): _____ E-MAIL ADDRESS: srobotham@portercurtis.com	
INSURED NH FOOD BANK - INDUSTRIAL DRIVE 700 EAST INDUSTRIAL PARK DRIVE Manchester, NH 03109	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : PHILADELPHIA INDEMNITY INSURANCE COMPANY	18058
	INSURER B : CHURCH MUTUAL INSURANCE COMPANY	18787
	INSURER C : PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPA	10786
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** C000228654 **Account:** 71419-100 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK2409717	06/16/2022	06/16/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Special Event						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			0500000 09-357981	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			N2-A3-FF-0000022-03	03/01/2022	03/01/2023	EACH OCCURRENCE \$ \$14,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ N/A
	DED \$ _____ RETENTION \$ _____						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0500000 09-357981	03/01/2022	03/01/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Auto - Physical Damage			0500000 09-357981	03/01/2022	03/01/2023	ACV less \$500 Comp./\$500 Coll. Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The limits include applicable retentions. The certificate holder is included as an Additional Insured if required by written contract with regards to Food for all contract requirements

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

DATE (MM/DD/YYYY)
03/13/2023

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

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

PRODUCER Porter & Curtis, LLC 225 State Road Media, PA 19063	CONTACT NAME: Suzanne Robotham PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: srobotham@portercurtis.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC	NAIC # 10083
INSURER B: PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPA	10786
INSURER C: CHURCH MUTUAL INSURANCE COMPANY	18767
INSURER D:	
INSURER E:	
INSURER F:	

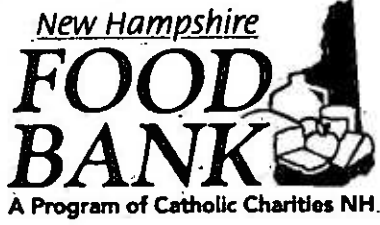
COVERAGES **CERTIFICATE NUMBER:** C000227985 **Account:** 70000-000 **REVISION NUMBER:**

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

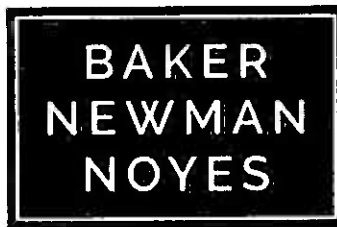
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RRG 10407-26	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ None Applicable PRODUCTS - COMP/OP AGG \$ None Applicable
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			0500000 09-539072	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			N2-A3-FF-0000022-03	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability - Incidental Medical			RRG 10407-26	03/01/2023	03/01/2024	\$1,000,000 Each Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The limits include applicable retentions. The certificate holder is included as an Additional Insured if required by written contract.

CERTIFICATE HOLDER State of New Hampshire - Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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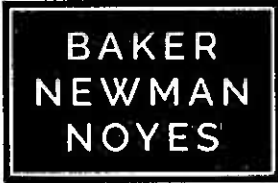
The Mission of the New Hampshire Food Bank is to feed hungry people by soliciting and effectively distributing grocery products and perishable foods, and offering innovative programs through a statewide network of approved agencies; by advocating for systemic change; and by educating the public about the nature of, and solutions to, problems of hunger in New Hampshire.



New Hampshire Food Bank

Audited Financial Statements

*Years Ended March 31, 2022 and 2021
With Independent Auditors' Report*



Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnn CPA.com

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
New Hampshire Catholic Charities

Opinion

We have audited the financial statements of New Hampshire Food Bank (the Food Bank), which comprise the statements of financial position as of March 31, 2022 and 2021, the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Food Bank as of March 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Food Bank and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Food Bank's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

To the Board of Trustees
New Hampshire Catholic Charities

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Food Bank's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Food Bank's ability to continue as a going concern for a reasonable period of time.

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

Baker Newman & Noyes LLC

Manchester, New Hampshire
July 12, 2022

NEW HAMPSHIRE FOOD BANK
STATEMENTS OF FINANCIAL POSITION

March 31, 2022 and 2021

ASSETS

	2022			2021		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Current assets:						
Cash and cash equivalents	\$ 6,272,770	\$3,246,266	\$ 9,519,036	\$ 7,998,055	\$5,033,893	\$13,031,948
Accounts receivable	62,623	-	62,623	83,162	-	83,162
Grant receivable	-	-	-	1,550,000	-	1,550,000
Inventory	763,557	-	763,557	1,894,890	-	1,894,890
Prepaid expenses	23,022	-	23,022	15,280	-	15,280
Total current assets	7,121,972	3,246,266	10,368,238	11,541,387	5,033,893	16,575,280
Fixed assets:						
Leasehold improvements	495,534	-	495,534	389,911	-	389,911
Equipment and vehicles	1,500,280	-	1,500,280	1,569,235	-	1,569,235
Furniture and fixtures	64,859	-	64,859	64,859	-	64,859
Construction in progress	165,992	-	165,992	-	-	-
	2,226,665	-	2,226,665	2,024,005	-	2,024,005
Less accumulated depreciation	(1,219,106)	-	(1,219,106)	(1,237,240)	-	(1,237,240)
Fixed assets, net	1,007,559	-	1,007,559	786,765	-	786,765
Investments, at fair value	5,992,956	-	5,992,956	145,119	-	145,119
Total assets	\$14,122,487	\$3,246,266	\$17,368,753	\$12,473,271	\$5,033,893	\$17,507,164

LIABILITIES AND NET ASSETS

	<u>2022</u>			<u>2021</u>		
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Current liabilities:						
Accounts payable:						
Trade	\$ 141,291	\$ -	\$ 141,291	\$ 210,863	\$ -	\$ 210,863
Other	98,806	-	98,806	193,646	-	193,646
Accrued salaries and wages	86,297	-	86,297	116,225	-	116,225
Employee benefits payable	82,004	-	82,004	72,329	-	72,329
Total current liabilities	408,398	-	408,398	593,063	-	593,063
Net assets:						
Without donor restrictions (undesignated)	13,714,089	-	13,714,089	11,880,208	-	11,880,208
With donor restrictions	-	3,246,266	3,246,266	-	5,033,893	5,033,893
Total net assets	13,714,089	3,246,266	16,960,355	11,880,208	5,033,893	16,914,101
Total liabilities and net assets	<u>\$14,122,487</u>	<u>\$3,246,266</u>	<u>\$17,368,753</u>	<u>\$12,473,271</u>	<u>\$5,033,893</u>	<u>\$17,507,164</u>

See accompanying notes.

NEW HAMPSHIRE FOOD BANK

STATEMENTS OF ACTIVITIES

Years Ended March 31, 2022 and 2021

	2022			2021		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, gains and other support:						
Annual appeal	\$ 106,678	\$ -	\$ 106,678	\$ 142,542	\$ -	\$ 142,542
Bequests, donations and fundraising	9,865,121	861,561	10,726,682	15,199,019	3,890,048	19,089,067
In-kind donations	19,763,634	-	19,763,634	17,598,575	-	17,598,575
Net assets released from restrictions	2,649,188	(2,649,188)	-	483,737	(483,737)	-
Other	521,691	-	521,691	798,875	-	798,875
Net revenues, gains and other support	32,906,312	(1,787,627)	31,118,685	34,222,748	3,406,311	37,629,059
Expenses:						
Program services	29,588,085	-	29,588,085	26,152,136	-	26,152,136
Fundraising	1,054,472	-	1,054,472	689,740	-	689,740
Support services	277,864	-	277,864	248,944	-	248,944
Total expenses	30,920,421	-	30,920,421	27,090,820	-	27,090,820
Investment (loss) income, net	(152,010)	-	(152,010)	45,408	-	45,408
Change in net assets	1,833,881	(1,787,627)	46,254	7,177,336	3,406,311	10,583,647
Net assets, beginning of year	11,880,208	5,033,893	16,914,101	4,702,872	1,627,582	6,330,454
Net assets, end of year	\$13,714,089	\$ 3,246,266	\$16,960,355	\$11,880,208	\$5,033,893	\$16,914,101

See accompanying notes.

NEW HAMPSHIRE FOOD BANK
STATEMENTS OF FUNCTIONAL EXPENSES
Years Ended March 31, 2022 and 2021

	2022				2021			
	Program Services	Fund- raising	Support Services	Total	Program Services	Fund- raising	Support Services	Total
Expenses:								
Salaries and wages	\$ 1,547,748	\$ 574,074	\$223,251	\$ 2,345,073	\$ 1,375,464	\$510,173	\$198,400	\$ 2,084,037
Employee benefits	330,014	99,387	38,651	468,052	256,233	93,755	36,461	386,449
Payroll taxes	110,661	41,045	15,962	167,668	97,634	36,213	14,083	147,930
Professional fees	38,598	—	—	38,598	24,564	—	—	24,564
Fundraising costs	—	339,966	—	339,966	—	49,599	—	49,599
Other purchased services	408,390	—	—	408,390	240,360	—	—	240,360
Advertising and promotion	42,820	—	—	42,820	46,578	—	—	46,578
Recruiting advertising	933	—	—	933	602	—	—	602
Office supplies	10,177	—	—	10,177	8,277	—	—	8,277
Other supplies	92,437	—	—	92,437	85,739	—	—	85,739
Postage and shipping	335,574	—	—	335,574	326,698	—	—	326,698
Program materials	53,283	—	—	53,283	39,904	—	—	39,904
Printing	426,433	—	—	426,433	365,021	—	—	365,021
Telephone	15,968	—	—	15,968	17,301	—	—	17,301
Dues and subscriptions	9,867	—	—	9,867	9,538	—	—	9,538
Information technology	90,466	—	—	90,466	84,009	—	—	84,009
Rent and occupancy costs	535,550	—	—	535,550	533,652	—	—	533,652
Equipment maintenance, repairs and rentals	159,156	—	—	159,156	140,257	—	—	140,257
Travel	62,496	—	—	62,496	52,972	—	—	52,972
Hospitality	424	—	—	424	588	—	—	588
Conferences and meetings	38,738	—	—	38,738	5,571	—	—	5,571
Depreciation	119,414	—	—	119,414	95,931	—	—	95,931
Insurance	50,669	—	—	50,669	49,083	—	—	49,083
Miscellaneous	23,027	—	—	23,027	59,024	—	—	59,024
Donations	254,264	—	—	254,264	263,962	—	—	263,962
Gifts	—	—	—	—	84	—	—	84
Food purchases and vending	5,711,606	—	—	5,711,606	4,566,822	—	—	4,566,822
Food donations	18,689,833	—	—	18,689,833	17,030,158	—	—	17,030,158
Administration costs	353,837	—	—	353,837	223,390	—	—	223,390
Bank service charges	75,702	—	—	75,702	152,720	—	—	152,720
Total expenses	\$29,588,085	\$1,054,472	\$277,864	\$30,920,421	\$26,152,136	\$689,740	\$248,944	\$27,090,820

See accompanying notes.

NEW HAMPSHIRE FOOD BANK

STATEMENTS OF CASH FLOWS

Years Ended March 31, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:		
Change in net assets	\$ 46,254	\$ 10,583,647
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Restricted donations	(861,561)	(3,890,048)
Depreciation	119,414	95,931
Loss (gain) on investments, net	324,148	(35,654)
Loss on disposal of fixed assets	-	24,665
Food donations received	(19,556,460)	(17,521,804)
Food donations distributed	18,689,833	17,030,158
Change in operating assets and liabilities:		
Accounts receivable	20,539	14,730
Grant receivable	1,550,000	(1,550,000)
Inventory	1,997,960	(500,680)
Prepaid expenses	(7,742)	(943)
Accounts payable and accrued expenses	(184,665)	47,302
Deferred revenue	-	(2,000)
Net cash provided by operating activities	2,137,720	4,295,304
Cash flows from investing activities:		
Purchases of fixed assets	(340,208)	(416,261)
Purchases of investments, net	(6,171,985)	(2,937)
Net cash used by investing activities	(6,512,193)	(419,198)
Cash flows from financing activities:		
Restricted donations	861,561	3,890,048
Net cash provided by financing activities	861,561	3,890,048
Net (decrease) increase in cash, cash equivalents and restricted cash	(3,512,912)	7,766,154
Cash, cash equivalents and restricted cash, beginning of year	13,031,948	5,265,794
Cash, cash equivalents and restricted cash, end of year	\$ 9,519,036	\$ 13,031,948

See accompanying notes.

NEW HAMPSHIRE FOOD BANK
NOTES TO FINANCIAL STATEMENTS

March 31, 2022 and 2021

1. Description of Organization and Summary of Significant Accounting Policies

Organization

The New Hampshire Food Bank ("the Food Bank") is a program of New Hampshire Catholic Charities d/b/a Catholic Charities New Hampshire ("Catholic Charities") which is a nonprofit organization providing health and social service programs to individuals throughout the State of New Hampshire. Under the umbrella of Catholic Charities, the Food Bank receives a significant amount of support in the form of operational oversight, human resources, accounting, information technology and data processing services. The Food Bank distributes food to more than 400 nonprofit food agencies throughout New Hampshire. It receives food donations through community food drives, local farmers, grocery stores and wholesalers, and purchases food for distribution across the state. The Food Bank has also developed wide-reaching programs to serve and educate their registered agencies and poor and vulnerable residents throughout the state.

Basis of Presentation

The accompanying financial statements have been prepared using the accrual basis of accounting. In accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), the Food Bank is required to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Food Bank. These net assets may be used at the discretion of the Food Bank's management and the Board of Trustees.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Food Bank, or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. The Food Bank does not have any donations which are perpetual in nature at March 31, 2022 or 2021.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NEW HAMPSHIRE FOOD BANK
NOTES TO FINANCIAL STATEMENTS

March 31, 2022 and 2021

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of the coronavirus (COVID-19) a pandemic. The COVID-19 pandemic has significantly affected employees, systems, communities and business operations, as well as the U.S. economy and financial markets. The extent to which COVID-19 impacts the Food Bank going forward will depend on numerous evolving factors which cannot be reliably predicted, including the duration and scope of the pandemic; governmental, business, and individual's actions in response to the pandemic; and the impact on the global and regional economic activity.

Cash and Cash Equivalents

The Food Bank considers certificates of deposit and other highly liquid debt instruments with a maturity of three months or less from the date of purchase to be cash equivalents.

Catholic Charities maintains a centralized operating account which receives and disburses cash of all of its wholly-owned agencies and funds. This account had a balance of \$29,562,009 and \$18,173,700 at March 31, 2022 and 2021, respectively, of which \$9,144,784 and \$11,111,589 represents the Food Bank's portion at March 31, 2022 and 2021, respectively. Catholic Charities also maintained a centralized time deposit account which earned interest revenue on behalf of all of its wholly-owned agencies and funds. This account had a balance of \$8,200,000 at March 31, 2021, of which \$1,600,000 represented the Food Bank's portion at March 31, 2021. This account was closed during fiscal year 2022. These balances have been included in cash and cash equivalents in the accompanying financial statements, and include cash and cash equivalents both with and without donor restrictions.

Accounts Receivable

Accounts receivable are due from nonprofit agencies and organizations and are reported at their estimated net collectible amounts. Management evaluates outstanding accounts receivable based on an analysis of the aging and the status of the accounts, and establishes an allowance for doubtful accounts as a charge to operations through bad debt expense. Uncollectible accounts are charged off against the allowance for doubtful accounts. Delinquency status is determined based on contractual terms. The Food Bank does not generally require collateral for the extension of credit. Management of the Food Bank determined that no allowance for doubtful accounts was required at March 31, 2022 and 2021.

Grant Receivable

Conditional grants are earned and recognized as revenue when the Food Bank has incurred related expenditures, which are reimbursable in accordance with specific grant requirements. Grants earned but not yet received are recorded as grant receivable in the accompanying statements of financial position.

NEW HAMPSHIRE FOOD BANK
NOTES TO FINANCIAL STATEMENTS

March 31, 2022 and 2021

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Revenue Recognition

The majority of the Food Bank's revenue is derived from grants and contributions for which revenue is recognized in accordance with Accounting Standards Update (ASU) No. 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The Food Bank accounts for product and program income in accordance with Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers*.

A performance obligation, as defined in ASC Topic 606, is a promise in a contract to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue at the point in time, or over the period, in which the performance obligation is satisfied. Performance obligations associated with program and product income are typically satisfied when the product is shipped to or received by the customer under the terms of delivery. Customers are generally invoiced shortly after product is delivered, with payment generally due within a month or less of the invoice date.

Substantially all of the Food Bank's performance obligations are satisfied as of a point in time. Therefore, there is little judgment in determining when control transfers for the Food Bank's revenue streams as described above. The transaction price for sales generally equals the amount billed to the customer for the product delivered during the accounting period.

Inventory

Inventory consists primarily of food and product which is purchased for resale by the Food Bank and product which is donated. Inventory values for purchased products are stated at the lower of cost or net realizable value. Donated inventory items are valued at the estimated average wholesale value of one pound of donated product as outlined in the "Product Valuation Survey Methodology," prepared by Feeding America, of which the Food Bank is a member. The Food Bank may provide for an allowance for obsolescence based on specific review and historical loss factors. Management determined that no allowance for inventory obsolescence was required at March 31, 2022 and 2021.

Fixed Assets

It is the Food Bank's policy to capitalize fixed assets over \$500. Lesser amounts are charged to operations. Fixed assets are capitalized at cost if purchased or at their estimated fair value if the assets are donated.

The Food Bank provides for depreciation of its fixed assets on the straight-line method by charges to expense in amounts estimated to recover the initial carrying value of the assets over their estimated useful lives. Depreciation expense was \$119,414 in 2022 and \$95,931 in 2021.

NEW HAMPSHIRE FOOD BANK
NOTES TO FINANCIAL STATEMENTS

March 31, 2022 and 2021

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Gifts of long-lived assets, such as equipment and vehicles, are reported as donations without donor restrictions, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as donations with donor restrictions.

Investments

Investments are carried at fair value in the accompanying statements of financial position. See note 10 for fair value measurement disclosures for investments. Catholic Charities maintains a centralized investment fund which receives and pools all of the money received, and invests in various securities in accordance with Catholic Charities' investment policy. Beginning in fiscal year 2022, the Food Bank also maintains its own investment fund (see note 10). Catholic Charities and the Food Bank classify their investments as trading securities. Investment (loss) income (including realized and unrealized gains and losses on investments, interest and dividends) is included as a component of the change in net assets without donor restrictions unless the income is restricted by donor or law. The investment income or loss of the pooled investment fund is allocated to the Food Bank based on its percentage share of the total fund. At March 31, 2022 and 2021, the fair value of the Food Bank's portion of the pooled investment fund was \$150,780 and \$145,119, respectively. Investment gains allocated to the Food Bank totaled \$951 and \$35,654 for the years ended March 31, 2022 and 2021, respectively. Net investment loss for the Food Bank for the year ended March 31, 2022 includes \$43,710 of realized gains and (\$367,858) of unrealized losses. Net investment income for the Food Bank for the year ended March 31, 2021 includes (\$3,066) of realized losses and \$38,720 of unrealized gains.

Investments that individually exceed 10% of total investments include the Vanguard Total Stock Market Exchange Traded Fund at March 31, 2022. There were no investments that individually exceeded 10% of total investments at March 31, 2021.

Donated Goods and Services

Donated goods and services are reported as support at estimated fair value at the date of the gift. During the years ended March 31, 2022 and 2021, the Food Bank received approximately \$19,556,000 and \$17,522,000, respectively, of donated product. The approximate average wholesale value of one pound of donated product at the national level, which was determined to be \$1.79 in 2022 and \$1.74 in 2021, was based on a study performed by Feeding America, of which the Food Bank is a member.

Food donations are reported as a program expense when the food is distributed to local distribution centers and needy individuals. During the years ended March 31, 2022 and 2021, the Food Bank distributed approximately \$18,690,000 and \$17,030,000, respectively, of donated product.

Exclusive of the donated food, other in-kind donations and services for which fair value can be validated and requiring special expertise have been reflected in the accompanying financial statements at their estimated fair value. For the years ended March 31, 2022 and 2021, the Food Bank received approximately \$208,000 and \$77,000 in other donated goods and services, respectively.

NEW HAMPSHIRE FOOD BANK
NOTES TO FINANCIAL STATEMENTS

March 31, 2022 and 2021

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

In addition, a number of individuals and organizations have volunteered their services to the Food Bank. For those services that do not require special expertise, the estimated value of such donated services has not been recorded in the accompanying financial statements.

Restricted Support

The Food Bank reports gifts of cash, fixed assets and other assets as donor-restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions in the statements of activities as net assets released from restrictions. In the absence of donor-imposed stipulations regarding how long donated fixed assets must be used, the Food Bank has adopted a policy of reporting the expiration of donor restrictions when the donated or acquired long-lived assets are placed in service. The Food Bank has adopted a policy of treating donor-restricted donations whose restrictions are met within the same year as received as donations within net assets without donor restrictions in the accompanying statements of activities.

Net assets with donor restrictions were available for the following purposes at March 31:

	<u>2022</u>	<u>2021</u>
Subject to expenditure for specified purposes:		
Food purchases and distribution	\$1,103,753	\$2,705,933
Training and education	154,299	78,533
SNAP program	365,223	249,193
Summer feeding program	43,382	36,442
Transportation	71,142	56,796
Mobile food pantry	245,803	456,883
Partner agency support	<u>1,262,664</u>	<u>1,450,113</u>
	<u>\$3,246,266</u>	<u>\$5,033,893</u>

Net assets totaling \$2,649,188 and \$483,737 were released from donor restrictions for the years ended March 31, 2022 and 2021, respectively, due to the satisfaction of donor restrictions.

Functional Allocation of Expenses

The Food Bank allocates employee salaries, benefits and payroll taxes to program services, fundraising services, and support services based on management estimates of the percentage of time each individual devotes to each type of service. Support services include payroll costs, allocated based on time studies, for services provided by Catholic Charities for operational oversight, human resources, accounting, information technology and data processing services.

NEW HAMPSHIRE FOOD BANK
NOTES TO FINANCIAL STATEMENTS

March 31, 2022 and 2021

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Advertising and Promotion

It is the Food Bank's policy to expense advertising and promotion costs as incurred. Advertising and promotion costs were \$42,820 and \$46,578 in 2022 and 2021, respectively.

Income Taxes

The Food Bank is operated by Catholic Charities which is classified as a public charity and is exempt from federal and state income taxes under the provisions of Section 501(c)(3) of the Internal Revenue Code. As a result, no provision for income taxes is required.

Management evaluated the Food Bank's tax positions and concluded the Food Bank had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to the accompanying financial statements. The Food Bank reports its activities as part of the Catholic Charities Form 990 filing.

Recent Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board (FASB) issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for the Food Bank beginning April 1, 2022. The guidance may be adopted retrospectively. The Food Bank is currently evaluating the impact this guidance will have on its financial statements. Management does not anticipate a material impact.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statement of activities and disclose the amount of contributed nonfinancial assets recognized within the statement of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the Food Bank beginning April 1, 2022. The adoption of ASU 2020-07 is not expected to have a significant impact on its financial statements.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through July 12, 2022, which is the date the financial statements were available to be issued.

NEW HAMPSHIRE FOOD BANK
NOTES TO FINANCIAL STATEMENTS

March 31, 2022 and 2021

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Subsequent to year end, in June 2022, the Food Bank was notified that it had been awarded \$880,000 in grant funding under the Local Food Purchase Assistance Cooperative Agreement Program (the Program). Under the Program, the NH Department of Agriculture, Markets and Food (NHDAMF) will collaborate with the Food Bank and its partners on the expansion of NH Feeding NH. NHDAMF will subaward procurement activities for this grant to the Food Bank, which will use its NH Feeding NH program to distribute funds to its network of more than 400 partner agencies. The Program's funding is expected to be expended over a two-year period.

2. Liquidity and Availability

At March 31, 2022, the Food Bank has approximately \$6,336,000 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditure. These financial assets consist of cash of approximately \$6,273,000 and accounts receivable of approximately \$63,000. None of these financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Food Bank's goal is generally to structure its financial assets to be available as its general expenditures, liabilities and other obligations become due. At the onset of the COVID-19 pandemic, donors entrusted the Food Bank with millions of dollars of support intended to address anticipated short- and long-term increases in food insecurity among New Hampshire residents as a result of the pandemic. As a result, cash on hand at March 31, 2022 and 2021 was in excess of typical levels. As part of its liquidity plan, excess cash is invested in short-term investments, including time deposits accounts. In the event of an unanticipated liquidity need, the Food Bank could request, if necessary, contributions from Catholic Charities.

3. Related Party Transactions

In previous years, Catholic Charities conducted a capital campaign to raise funds to defray costs associated with the purchase and renovation of a warehouse used by the Food Bank. The warehouse, improvements made to the property and fixed equipment are considered to be assets owned by Catholic Charities' home office. The related expenses and depreciation expense for these assets are included in the home office accounts of Catholic Charities. Based on the estimated market rate for similar space, the Food Bank pays rent to the home office for use of the facility on a month-to-month basis. Rent expense was \$345,000 for the years ended March 31, 2022 and 2021.

The Food Bank leases a portion of their building to a program of Catholic Charities. There is no formal lease agreement. The total rent revenue was \$30,000 for the years ended March 31, 2022 and 2021.

NEW HAMPSHIRE FOOD BANK
NOTES TO FINANCIAL STATEMENTS

March 31, 2022 and 2021

4. Retirement Plan

Catholic Charities has a contributory defined contribution retirement plan. The Food Bank's eligible employees may participate in this plan by deferring a portion of their pay as plan contributions. The Food Bank also makes contributions to the plan equal to 3% of the eligible employees' gross wages. The total expense for the years ended March 31, 2022 and 2021, was approximately \$57,000 and \$52,000, respectively.

5. Commitments

The Food Bank leases various trucks under leases which expire through 2029. Lease payments totaled approximately \$69,000 and \$64,000 in 2022 and 2021, respectively. The following is a summary of future minimum lease payments for the remaining lease years ending March 31:

2023	\$ 46,996
2024	46,996
2025	28,683
2026	25,020
2027	25,020
Thereafter	<u>31,275</u>
	<u>\$203,990</u>

6. Compensated Absences

The Food Bank has a policy whereby employees earn days of compensated absence, based upon length of employment. It is the Food Bank's policy to accrue for these compensated absences as the time is earned. An accrual for compensated absences, inclusive of vacation, earned but not taken, of \$82,004 in 2022 and \$72,329 in 2021, has been included in the accompanying financial statements.

7. Insurance

The Food Bank pays premiums for liability and automobile insurance to the Diocese of Manchester ("the Diocese"), an organization related to Catholic Charities through common governance. The Diocese is self-insured up to a maximum amount per occurrence and has secured insurance to provide for losses over this amount. The premiums are expensed by the Food Bank over the term of coverage. Total liability and automobile insurance billed by the Diocese and included in insurance expense in the accompanying financial statements was approximately \$36,000 and \$33,000 in 2022 and 2021, respectively.

NEW HAMPSHIRE FOOD BANK
NOTES TO FINANCIAL STATEMENTS

March 31, 2022 and 2021

8. Major Suppliers

As a member of Feeding America, the national network of food banks, the Food Bank gains access to otherwise unattainable food donations and potential funding. The Food Bank is able to use the national resources of Feeding America to negotiate wholesale food prices and supply their agencies with high-value items at a substantial discount. Partner retailers who only donate to Feeding America members made food donations to the Food Bank totaling approximately \$12,253,000 and \$7,039,000 for the years ended March 31, 2022 and 2021, respectively. These donations represented approximately 62% and 40% of the total donated food received for the years ended March 31, 2022 and 2021, respectively.

9. Contingencies

Catholic Charities has pledged all of their business assets, as defined, and a mortgage lien on the land and buildings of four of its healthcare facilities as collateral for various bonds issued by the New Hampshire Health and Education Facilities Authority (NHHEFA). The proceeds of the bonds were used to finance various construction projects, fixed asset additions and refinance certain debt throughout Catholic Charities and its related programs. On May 1, 2021, Catholic Charities reissued the NHHEFA bonds to reset the interest rate to a lower interest rate. The balance outstanding on the bonds was approximately \$14,364,000 and \$15,289,000 at March 31, 2022 and 2021, respectively.

In addition, Catholic Charities has provided a self-subordinating mortgage deed on certain real property used by the Food Bank, in accordance with a grant from the New Hampshire Community Development Finance Authority. In accordance with the grant, the mortgage shall self-amortize, on a straight-line basis, over a ten-year period beginning on December 31, 2012.

10. Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the fair value of liabilities should include consideration of nonperformance risk including the Food Bank's own credit risk.

The fair value hierarchy for valuation inputs prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which is determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

Level 1 – inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

NEW HAMPSHIRE FOOD BANK
NOTES TO FINANCIAL STATEMENTS

March 31, 2022 and 2021

10. Fair Value Measurements (Continued)

Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques.

As discussed in note 1, Catholic Charities maintains a pooled investment fund which is allocated to its various agencies. The Food Bank's allocation of the pooled investment fund consists exclusively of level 1 mutual funds totaling \$150,780 and \$145,119 at March 31, 2022 and 2021, respectively.

Also, as discussed in note 1, the Food Bank maintains its own investment fund as of March 31, 2022. The following presents the balance of assets measured at fair value on a recurring basis at March 31, 2022:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 1,112	\$ –	\$ –	\$ 1,112
Equity mutual funds	1,709,911	–	–	1,709,911
International equity mutual funds	764,229	–	–	764,229
Fixed income mutual funds	860,619	–	–	860,619
Exchange traded funds – other	563,411	–	–	563,411
Exchange traded funds – equity	<u>1,942,894</u>	<u>–</u>	<u>–</u>	<u>1,942,894</u>
Investments at fair value	<u>\$5,842,176</u>	<u>\$ –</u>	<u>\$ –</u>	<u>\$5,842,176</u>



BOARD OF TRUSTEES 2022-2023

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Jeff McLean	
Catharine Mirabile	
Fr. Andrew Nelson	
Ken Sensus	

ELISE BOLSTER, RDN, LD

EDUCATION:

UNH Dietetic Intern

University of New Hampshire Durham, NH 03824

May 2017

Bachelor of Science, Health Science: Nutrition

Keene State College, Keene, NH

May 2013

PROFESSIONAL EXPERIENCE:

Public Policy Coordinator Co-Chair

State Policy Representative

New Hampshire Academy of Nutrition and Dietetics, NHAND

September 22 - current

October 21-August 22

Nutrition Programs Manager

NH Food Bank, Manchester, NH

700 East Industrial Park Drive, Manchester NH 03109

September 2019- current

- Manage and oversee nutrition and community initiatives department; Cooking Matters by Share Our Strength, SNAP Outreach and Application Assistance Program, NH SNAP Nutrition Incentive Network, USDA Summer Food Service Program, Leah's Pantry Nutrition Pantry Program in NH.
- Creator and collaborator of the New Hampshire Food Bank Nutrition Policy.
- Active contributor to the New Hampshire Food Access Coalition.
- Network Leadership Team Member for New Hampshire Food Alliance. Fall 2021- current
- Member of the Food is Medicine Coalition Accelerator Program. June 2020-June 2021
- Former member of the Commission to Address Child Hunger in NH.

RFS Programs Outreach Coordinator

New Hampshire Food Bank, Manchester, NH

June 2018- September 2019

- Lead coordinator for USDA Summer Food Service Program sponsorship in Coos and Carrol County, NH. Responsibilities include creating and monitoring SFSP budget, completing NHDOE state application, hiring and training staff, ordering food for foodservice sites, collecting state agency required site paperwork, conducting USDA required site monitoring, and grant writing and reporting.
- Collaborate with community partners to identify potential new areas for remote SFSP.
- Committee member for Greater Nashua Food Council, NH Farm to School Network.
- Coordinate, facilitate, and maintain Cooking Matters relationships across NH.

Share Our Strength's Cooking Matters

AmeriCorps National Direct Service Member

New Hampshire Food Bank, Manchester, NH

June 2017 – service end date: June 2018

- Coordinated, facilitated, and implemented Cooking Matters, CM, courses across NH.
- Partnered with community agencies to implement hands-on courses to target audience.
- Recruited and managed CM volunteers to facilitate CM courses and tours.
- Prepared CM classes; transported equipment to site, packed appropriate educational materials, bought and transported groceries, and prepared and trained volunteer staff.
- Completed CM program evaluations and other program reporting documentation as necessary.

UNH Dietetic Internship
Community and Clinical Dietetic Intern
Manchester School District, Manchester, NH

July 2016 - May 2017
September 2016 –May 2017

- Developed and implemented a 6-week nutrition lesson plan for Southside Middle School (6th-8th grade) addressing MyPlate's Dietary Guidelines, the six essential nutrients, healthy snacking, and the importance of breakfast. Incorporated hands on kitchen safety and culinary education into lessons.
- Created educational material through monthly newsletters and an online blog regarding topics of Spring Gardening, Mindful Eating, and Healthy Snacking.
- Taught nutrition education to Cooking Matters participants.

Southern New Hampshire Hospital, Nashua, NH

- Applied evidence based guidelines using the NCM for nutritional diagnosed patients.
- Nutritionally assessed, diagnosed, intervened, and monitored and evaluated patients of varying nutritional status to promote healing and rehabilitation.
- Provided education and counseling skills to facilitate behavior change for CHF, diabetic and low-residue diet patients.
- Participated in staff relief and effectively and efficiently completed assessments and follow-ups.

Per Diem Health and Wellness Provider
Preventure® Corporate Wellness, Coventry, RI

Nov. 2014- Dec. 2015

- Member of Blue Cross Blue Shield of Rhode Island core group.
- Hosted information booths and designated seminars for Preventure's cliental.

CERTIFICATONS:
ServSafe Certified

Expires: 7/18/2021

Jennifer Lenox

CORE COMPETENCIES

- Leadership
- Responsibility
- Commitment
- Adaptability
- Communication
- Planning
- Problem Solving
- Attention to Detail
- Writing Skills
- Multitasking
- Ethics
- Integrity
- Collaboration
- Challenge seeking
- Strategic minded

PROFESSIONAL EXPERIENCE

- New Hampshire Food Bank** **Jul 2018 – Ongoing**
SNAP Coordinator *Nov 2019 – Present*
RFS Administrator *Jul 2018 – Present*
- Implement, coordinate, and oversee outreach initiatives, client onboarding, and client/partner relations
 - Superintend and forecast streamlining strategies, compliance, and retention of internal team, partners, and clients
 - Manage conflict resolution, communication, documentation, and quality assurance of internal team, partners, and clients
- Jerome's Delicatessen** **Jun 2012 – Jun 2018**
Supervisor *Jan 2018 – Jun 2018*
Manager *Apr 2015 – Jun 2018*
Employee *Jun 2012 – Jun 2018*
- Manage hiring, training, scheduling, payroll, FDA regulation compliance, inventory, and supplier relations
 - Supervise, promote, and ensure customer experience satisfaction, including businesses and large events
 - Advise and execute initiatives as to promote modernization, efficiency, and predictability
- Silpada Designs** **Jan 2006 – Sep 2016**
Proprietor
- Operate customized private and public events, showcasing and offering sterling-silver jewelry
 - Establish and mentor new proprietors, including their network and execution modalities
 - Implement and monitor marketing strategies, retention strategies, and service/price adaptability
- Manchester New Hampshire** **Sep 2011 – Sep 2014**
Crossing Guard
- Mitigate danger and ensure safety of children faced with hazardous city intersections
- Manchester Airport** **Oct 2008 – Dec 2011**
UPS Distributor
- Executed efficient intake, assortment, and distribution of tangible goods

TECHNICAL SKILLS

- Microsoft Office
- Google Drive
- Access Database
- Payosity
- State Systems
- Data Analytics
- Quantitative Reports
- Digital Marketing
- Client Relations
- Information Security

EDUCATION

Memorial High School – Manchester, NH
Honors Diploma

Graduation: June 1979
GPA: 3.95

**New Hampshire Catholic Charities d/b/a New Hampshire Food Bank
Food For All / (RFP-2023-DEHS-05-FOODF-01)**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Elise Bolster	Nutrition Programs Manager	\$7570.31
Jennifer Lenox	SNAP Outreach Coordinator	\$43,849.73