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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 2, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Sole Source** contract with New Hampshire Public Radio Inc. (VC#155152, B002), Concord, NH in the amount of $17,144 to provide on-air broadcast announcements with 416 rotating messages on a public broadcasting outlet in order to increase awareness throughout the state about the need and opportunity for foster homes in the community, with the option to renew for up to two additional years, effective upon Governor and Council approval through April 30, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, 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.

05-95-42-421010-2973000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, PROMOTING SAFE-STABLE FAMILIES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500734	Contracts for Prog Svc	42107306	$8,000.53
2022	102-500734	Contracts for Prog Svc	42107306	$4,000.27
			SubTotal	**$12,000.80**

05-95-42-421010-2987000-HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD WELFARE SERVICE IV-B

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500734	Contracts for Prog Svc	42106803	$3,428.80
2022	102-500734	Contracts for Prog Svc	42106803	$1,714.40
			SubTotal	**$5,143.20**
			Total	**$17,144**

EXPLANATION

This request is **Sole Source** because the vendor is the only vendor able to provide the necessary services.

The purpose of this request is to provide on-air broadcast announcements with 416 rotating messages, as approved by the Department, on a public broadcasting outlet in order to increase awareness about the need and opportunity for foster homes at the community level, statewide.

The need to increase the options for quality foster family care in every community is vital to maintain child safety, permanency and wellbeing for each child requiring DCYF intervention. The Department is entering into an agreement with the only public radio station in NH – New Hampshire Public Radio (NHPR), which is a statewide network of twelve stations reaching approximately 161,000 listeners every week. NHPR viewership demographic data indicates that 99% of the listeners are more likely to contribute and volunteer for social service programs. In addition, according to NHPR data outcomes of underwriting, are that 87% of listeners discuss public radio content with their friends, family and colleagues and 71% of public radio listeners hold a more positive opinion of a company when they learn it supports public radio. Lastly, 83% of public radio listeners have taken a direct action as a result of sponsorship, acting on the preference to do business with partners of their station.

The Contractor will provide a maximum of sixteen (16) broadcasting announcements on-air per month, in addition to implementing a media campaign banner on the broadcasting website. The banner will announce the need for foster homes in NH communities and directs viewers to the Department's website for more information on relative to foster care.

The Department will monitor contracted services by ensuring 25% of all on-air broadcasting takes place during peak drive time hours.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.1, of the attached contract, the parties have the option to extend the agreement for up 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 Executive Council not approve this request, the DCYF Foster Care Program's ability to systematically, and consistently message the need to potential foster parent volunteers through a large statewide campaign will be diminished.

Area served: Statewide

Source of Funds: CFDA #93.645, FAIN #2001NHCWSS; CFDA #93.556, FAIN #2001NHPFSS

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

Subject: Underwriting Foster Care Recruitment for On-Air and Online (SS-2021-DCYF-06-UNDER-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 Public Radio, Incorporated		1.4 Contractor Address 2 Pillsbury Street Suite 600 Concord, NH 03301	
1.5 Contractor Phone Number (603) 228-8910	1.6 Account Number 05-095-42-4210-29730000 05-095-42-4210-29670000	1.7 Completion Date April 30, 2022	1.8 Price Limitation $17,144
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jim Schachter 22D89098E8FD4FD... Date: 4/1/2021		1.12 Name and Title of Contractor Signatory Jim Schachter President & CEO	
1.13 State Agency Signature DocuSigned by: Joseph E. Ribsam, Jr. AAE4DFB3C68E438... Date: 4/1/2021		1.14 Name and Title of State Agency Signatory Joseph E. Ribsam, Jr. Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D6CA0303523C4A5...		On: 4/1/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS JS
Date 4/1/2021

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.

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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 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.

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Date 4/1/2021

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. **Revisions to Form P-37, General Provisions**

   1.1. 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.

   1.2. 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 how corrective action shall be managed if the subcontractor's performance is inadequate. 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.

2. **Revisions to Standard Exhibits**

   2.1. Exhibit I and K are not applicable to this Agreement, as the parties are not exchanging any Confidential Data, including Protected Health Information.

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide media messaging through underwriting that promotes foster care in order to:

1.1.1. Support parents and children of New Hampshire who are involved with the Division for Children Youth and Families.

1.1.2. Increase the overall foster care licensed capacity for the State to ensure the best possible outcomes for children and families.

1.2. The Contractor shall ensure messaging and broadcasts have a statewide reach in order to recruit foster families through consistent messaging.

1.3. The Contractor shall provide on-air broadcast announcements with 416 rotating messages, as approved by the Department, on a public broadcasting outlet in order to increase awareness about the need and opportunity for foster homes at the community level, statewide.

1.4. The Contractor shall ensure simple and direct broadcast messages identify the DCYF. The Contractor shall ensure:

1.4.1. A maximum of sixteen (16) different broadcast announcements.

1.4.2. Each broadcast has a duration of no more than ten (10) seconds.

1.4.3. A minimum of 153,000 impressions per month.

1.5. The Contractor shall ensure 25% of all broadcasts are transmitted during premium drive times, including but not limited to:

1.5.1. Monday thru Friday 5:30 a.m. to 10:00 a.m.

1.5.2. Monday thru Friday 3:00 p.m. to 7:00 p.m.

1.5.3. Saturday 8:00 a.m. to 12:00 p.m.

1.6. The Contractor shall ensure the media campaign includes a 300 X 250 online "Big Ad" banner that appears on the right side of the webpage, ensuring a minimum of 25,000 impressions per month. The Contractor shall ensure:

1.6.1. The banner message announces the need for foster homes in NH communities.

1.6.2. The banner message directs viewers to the Department's website for further information relative to foster care.

1.7. The Contractor shall review all announcements, broadcasts and website banner messaging with the Department prior to broadcasting to ensure adherence to all Department and Federal Communication Commission (FCC) requirements.

2. Exhibits Incorporated

2.1. The Contractor shall comply with all Exhibits which are attached hereto and incorporated by reference herein.

2.2. Exhibit I and K are not applicable to this Agreement, as the parties are not exchanging any Confidential Data, including Protected Health Information.

3. Reporting Requirements

3.1. The Contractor shall submit monthly reports to the Department to track the success of the website banner, which include, but are not limited to:

3.1.1. Impressions.

3.1.2. Click rates.

4. Performance Measures

4.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. 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.

5.2. Credits and Copyright Ownership

5.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a 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."

5.2.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

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

5.2.3.1. Brochures.

5.2.3.2. Resource directories.

5.2.3.3. Protocols or guidelines.

5.2.3.4. Posters.

5.2.3.5. Reports.

5.2.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. 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.

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

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain 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
Underwriting Foster Care Recruitment for On-Air and Online
EXHIBIT C

Payment Terms

1. This Agreement is funded by:

   1.1. 70 %, Child Protection, Title IV-B, Subpart 1, Promoting Safe and Stable Families Program, as awarded on March 2020, by the Child Welfare Services program of Title IV-B, Subpart 1, of the Social Security Act., CFDA 93.556, FAIN2001NHPFSS; and

   1.2. 30%, Child Protection, Title IV-B, Subpart 1, Child Welfare Social Service Program, as awarded on January 2020, but the Child Welfare Services (CWS) Disaster Relief Funds, CFDA 93.645, FAIN2001NHDCWS.

2. The Contractor shall submit an annual invoice to the Department that identifies and requests payment for underwriting services for the following year, which is all inclusive of underwriting costs as follows:

Daypart	M	T	W	TH	F	S	S	Mess. Per wk	Cost Per Message	Weekly Cost	Line # Total Weeks	Total Line Mess	Line Total
FREQ	X	X	X	X	X	X	X	16	$34	$544	26	416	$14,144
Total # Mess			416		Total # Weeks				52	Total On-Air Costs			$14,144

Digital Media	Type		Cost/Month	#MTH/WK		Digital Total
	Home	a minimum of 25,000 impressions per month				-
		300x250 Banner on NHPR.org	$250	12		$3,000
				Digital Total		$3,000
				Contract Total		**$17,144**

3. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DCYFInvoices@dhhs.nh.gov, or invoices may be mailed to:

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

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of the invoice indicated in Section 3, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

6. The final invoice 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. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. 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.

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

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:

DocuSigned by:
Jim Schachter
22D09030E0FB4FD...

3/10/2021
Date

Name: Jim Schachter
Title: President & CEO

DS
Vendor Initials JS
Date 3/10/2021

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-I.)

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:

3/10/2021
Date

DocuSigned by:
Jim Schachter
22D8909EBFDAEF...
Name: Jim Schachter
Title: President & CEO

DS
JS
Vendor Initials
3/10/2021
Date

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

Contractor Initials DS JS

Date 3/10/2021

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:

DocuSigned by:
Jim Schachter
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3/10/2021
Date

Name: Jim Schachter
Title: President & CEO

DS
JS
Contractor Initials
3/10/2021
Date

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.

DS
JS

Contractor Initials _____

Date 3/10/2021

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:

DocuSigned by:
Jim Schachter
22D890C28FD4F0...

3/10/2021
Date

Name: Jim Schachter
Title: President & CEO

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:

DocuSigned by:
Jim Schachter
22D89C3EE8FD4F0...

3/10/2021
Date

Name: Jim Schachter
Title: President & CEO

DS
JS
Contractor Initials

3/10/2021
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

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 (DUNS #)
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:

DocuSigned by:
Jim Schachter

3/10/2021
Date

Name: Jim Schachter
Title: President & CEO

DS
JS
Contractor Initials

3/10/2021
Date

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 DUNS number for your entity is: 104680103

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: _____

DS
JS
Contractor Initials

3/10/2021
Date

DHHS Information Security Requirements

Exhibit K is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS

Contractor Initials JS

Date 3/10/2021

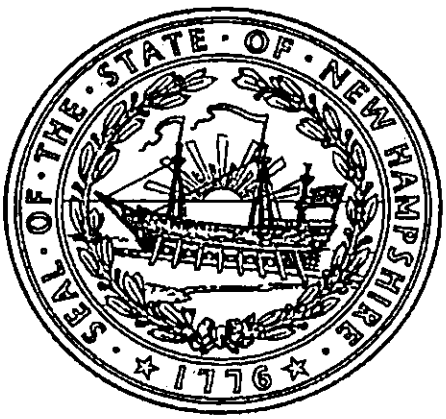
DocuSign Envelope ID: 9FBEAE7A-3EA3-4B6F-8727-D2558CDB329A

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE PUBLIC RADIO, INCORPORATED is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1978. 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: 63264
Certificate Number: 0005270816



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of February A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, _____Susan Zankel_____, 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 Public Radio_____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _____March 3____, 2021____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That _Jim Schachter, President and Chief Executive Officer___ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of _ New Hampshire Public Radio __ 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:___March 4, 2021

Susan Zankel
Signature of Elected Officer
Name: Susan Zankel
Title: Chair, Board of Trustees

DocuSign Envelope ID: 9FBEAE7A-3EA3-4B6F-8727-D2558CDB329A

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/02/2021

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

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

PRODUCER
The Richards Group
PO Box 959
Hanover NH 03755

CONTACT NAME: Westin Greene
PHONE (A/C, No, Ext): (603) 643-2000 FAX (A/C, No): (802) 254-7110
E-MAIL ADDRESS: wgreene@therichardsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Insurance Co	23043
INSURER B: Ohio Security Insurance Co	24082
INSURER C: AXIS Insurance Company	37273
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
New Hampshire Public Radio Inc
2 Pillsbury Street Suite 600
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: Master 20-21 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BKS59849782	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ Excluded
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Package Modification	$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAS59849782	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO59849782	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS59849782	07/01/2020	07/01/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Media Professional Liability Cyber Liability			P-001-000181602-02	07/01/2020	07/01/2021	Media E&O Each Claim	3,000,000
							Media E&O Aggregate	3,000,000
							Cyber Liability	1,000,000

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

Certificate holder is additional insured as required by written agreement.

CERTIFICATE HOLDER

State of New Hampshire
Dept. Health & Human Services
129 Pleasant St
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Westin C Greene

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nhpr
2 PILLSBURY ST
SIXTH FLOOR
CONCORD NH 03301

OUR MISSION

Expanding minds, sparking connections, building stronger communities

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NEW HAMPSHIRE PUBLIC RADIO, INC.

FINANCIAL REPORT

JUNE 30, 2020

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

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
New Hampshire Public Radio, Inc.
Concord, New Hampshire 03301-5003

Report on the Financial Statements

We have audited the accompanying financial statements of New Hampshire Public Radio, Inc., which comprise the statements of financial position as of June 30, 2020, and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

70 Commercial Street, 4th Floor
Concord, NH 03301
v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431
v: 603-357-7665
f: 603-224-3792

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

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Emphasis of Matter

As discussed in Note 19 to the financial statements, as a result of the continuous spread of the COVID-19 coronavirus subsequent to year end, economic uncertainties have arisen which may negatively impact operating results. Our opinion is not modified with respect to this matter.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New Hampshire Public Radio, Inc., as of June 30, 2020, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited New Hampshire Public Radio, Inc.'s 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 18, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Wechsler & Company

Concord, New Hampshire
November 18, 2020

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NEW HAMPSHIRE PUBLIC RADIO, INC.

STATEMENTS OF FINANCIAL POSITION
June 30, 2020 and 2019

ASSETS	2020	2019
CURRENT ASSETS		
Cash	$ 2,182,753	$ 1,153,440
Current portion of contributions receivable	398,711	333,776
Bequest receivable	1,667	101,667
Accounts receivable, less allowance for doubtful accounts of $7,000 for 2020 and $10,000 for 2019	338,960	499,837
Prepaid expenses	170,353	153,102
Total current assets	3,092,444	2,241,822
OTHER ASSETS		
Contributions receivable, less current portion, net of discount, less allowance for doubtful accounts of $9,000 for 2020 and 2019	255,774	356,190
Endowment investments	345,808	360,384
Board designated investments	190,723	181,246
Innovation fund investments	1,600,247	1,557,075
Station and software licenses, net of accumulated amortization $381,990 for 2020 and $366,092 for 2019	194,063	201,781
	2,586,615	2,656,676
PROPERTY AND EQUIPMENT, net	4,370,163	4,701,731
Total assets	$ 10,049,222	$ 9,600,229
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current portion of note payable	$ 37,965	$ 36,848
Current portion of Paycheck Protection Program funds	513,726	-
Accounts payable and accrued expenses	206,025	257,977
Accrued salaries and benefits	308,744	214,805
Funds held for others	35,168	34,753
Deferred revenue	236,520	95,315
Total current liabilities	1,338,148	639,698
LONG-TERM LIABILITIES		
Paycheck Protection Program funds, less current portion	517,474	-
Note payable, less current portion and net of unamortized debt issuance costs of $19,682 for 2020 and $20,994 for 2019	984,485	1,020,632
Total long-term liabilities	1,501,959	1,020,632
Total liabilities	2,840,107	1,660,330
COMMITMENTS (See Notes)		
NET ASSETS		
Undesignated	4,179,966	4,470,017
Board designated	691,510	404,418
Total without donor restrictions	4,871,476	4,874,435
Total with donor restrictions	2,337,639	3,065,464
Total net assets	7,209,115	7,939,899
Total liabilities and net assets	$ 10,049,222	$ 9,600,229

See Notes to Financial Statements.

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NEW HAMPSHIRE PUBLIC RADIO, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended June 30, 2020 (with comparative totals for 2019)

	Without Donor Restrictions					
	Undesignated	Board Designated	Total Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
Revenue and support:						
Public support	$ 4,220,602	$ -	$ 4,220,602	$ 19,780	$ 4,240,382	$ 3,861,886
Business support	2,102,835	-	2,102,835	-	2,102,835	2,343,898
Business support-trade	148,957	-	148,957	-	148,957	97,992
Corporation for Public Broadcasting funding	509,795	-	509,795	-	509,795	744,930
Grants and contract revenue	197,000	-	197,000	127,318	324,318	245,720
Vehicle donations	237,771	-	237,771	-	237,771	231,351
Podcast revenue	131,101	-	131,101	-	131,101	155,351
Other income	28,192	-	28,192	-	28,192	33,925
In-kind donations	12,591	-	12,591	-	12,591	6,000
Total revenue and support	7,588,844	-	7,588,844	147,098	7,735,942	7,721,053
Net assets released for satisfaction of purpose	895,428	-	895,428	(895,428)	-	-
Expenses:						
Program services	5,881,961	-	5,881,961	-	5,881,961	6,253,897
Management and general	1,237,366	-	1,237,366	-	1,237,366	1,085,715
Fundraising	1,676,616	-	1,676,616	-	1,676,616	1,847,871
Total expenses	8,795,943	-	8,795,943	-	8,795,943	9,187,483
Decrease in net assets before nonoperating activities	(311,671)	-	(311,671)	(748,330)	(1,060,001)	(1,466,430)
Nonoperating activities:						
Investment income	258	9,754	10,012	41,867	51,879	94,221
Bequests	-	277,338	277,338	-	277,338	125,000
Increase in net assets from nonoperating activities	258	287,092	287,350	41,867	329,217	219,221
Net assets released from time restriction, nonoperating	21,362	-	21,362	(21,362)	-	-
Increase (decrease) in total net assets	(290,051)	287,092	(2,959)	(727,825)	(730,784)	(1,247,209)
Net assets, beginning of year	4,470,017	404,418	4,874,435	3,065,464	7,939,899	9,187,108
Net assets, end of year	$ 4,179,966	$ 691,510	$ 4,871,476	$ 2,337,639	$ 7,209,115	$ 7,939,899

See Notes to Financial Statements.

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NEW HAMPSHIRE PUBLIC RADIO, INC.

STATEMENTS OF CASH FLOWS
Years Ended June 30, 2020 and 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (730,784)	$ (1,247,209)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation and amortization expense	433,034	522,710
Amortization of debt issuance costs	1,312	1,312
Realized and unrealized gains on investments	(51,243)	(91,669)
Bad debt expense, net of change in allowance for doubtful accounts	6,624	61,115
Payout of deferred compensation	-	(18,000)
Decrease in contributions, bequest and grants receivable	172,512	418,364
(Increase) decrease in accounts receivable	117,222	(206,052)
(Increase) decrease in prepaid expenses	(17,251)	20,128
Increase (decrease) in accounts payable and accrued expenses	(51,952)	92,626
Increase in funds held for others	415	34,753
Increase (decrease) in accrued salaries and benefits	93,939	(22,274)
Increase in deferred revenue	141,205	38,290
Net cash provided by (used in) operating activities	115,033	(395,906)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	13,170	11,979
Acquisition of property and equipment	(93,748)	(109,455)
Net cash used in investing activities	(80,578)	(97,476)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Paycheck Protection Program funds	1,031,200	-
Principal repayment on long-term debt	(36,342)	(35,245)
Net cash used in financing activities	994,858	(35,245)
Net increase (decrease) in cash	1,029,313	(528,627)
Cash, beginning of year	1,153,440	1,682,067
Cash, end of year	$ 2,182,753	$ 1,153,440
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION AND NON-CASH FINANCING ACTIVITIES		
Cash paid for interest	$ 33,507	$ 34,197
Amortization of debt issuance costs	$ 1,312	$ 1,312

See Notes to Financial Statements.

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NEW HAMPSHIRE PUBLIC RADIO, INC.

STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2020 (with comparative totals for 2019)

	Program Services	Management and General	Fundraising	2020	2019
Salaries and wages	$ 2,931,673	$ 708,008	$ 813,844	$ 4,453,525	$ 4,435,362
Employee benefits	491,593	172,674	167,359	831,626	819,170
Payroll taxes	219,430	54,215	59,761	333,406	335,129
Total compensation related costs	3,642,696	934,897	1,040,964	5,618,557	5,589,661
Independent contractors	233,203	82,140	110,304	425,647	626,620
Affiliate program acquisition fees	731,272	-	-	731,272	705,585
Transmitter and satellite expenses	249,397	-	-	249,397	246,931
Staff development and recruitment	17,408	5,146	749	23,303	45,044
Travel, catering and entertainment	54,177	65,659	19,195	139,031	162,057
Condo fees, utilities, taxes and maintenance	92,994	23,169	26,575	142,738	142,520
Dues and subscriptions	131,888	20,128	5,531	157,547	150,659
Telephone	86,787	2,197	2,971	91,955	98,588
Bank and credit card fees	-	1,428	118,629	120,057	111,519
Advertising and promotion expenses	120,236	-	-	120,236	74,151
Printing	5,704	119	120,205	126,028	107,300
Thank you gifts	-	-	85,728	85,728	99,461
Insurance	48,757	12,147	13,933	74,837	55,420
Postage	2,306	670	50,205	53,181	58,832
Professional services	13,694	46,872	-	60,566	201,685
Interest expense	22,287	5,226	5,994	33,507	34,605
Office supplies and expenses	30,253	972	799	32,024	35,845
Technology equipment, parts and supplies	40,182	-	-	40,182	16,595
Engineering equipment repairs and maintenance	13,703	-	-	13,703	14,810
Bad debt expense, net of change in allowance for doubtful accounts	-	-	6,624	6,624	61,115
Podcast expenses	16,732	-	-	16,732	25,111
Miscellaneous	-	57	-	57	659
Total functional expenses excluding depreciation and amortization	5,553,676	1,200,827	1,608,406	8,362,909	8,664,773
Depreciation expense	317,951	34,472	64,712	417,135	506,812
Amortization expense	10,334	2,067	3,498	15,898	15,898
Depreciation and amortization	328,285	36,539	68,210	433,034	522,710
Total functional expenses including depreciation and amortization	$ 5,881,961	$ 1,237,366	$ 1,676,616	$ 8,795,943	$ 9,187,483

See Notes to Financial Statements.

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Note 1. Nature of Activities

New Hampshire Public Radio, Inc. (the "Corporation") is organized as a not-for-profit corporation under the laws of the State of New Hampshire. It is licensed by the Federal Communications Commission to operate FM radio stations throughout New Hampshire, which broadcasts at 89.1 FM (WEVO) from Concord and Manchester, at 88.3 FM (WEVS) from Nashua, at 90.7 FM (WEVN) from Keene, at 91.3 FM (WEVH) from Hanover, at 99.5 FM (WEVJ) from Jackson, at 104.3 FM (W282AB) from Dover, at 107.1 FM (WEVC) from Berlin, at 103.9 FM (W280DG) from Portsmouth, at 97.3 FM (W247AO) from Plymouth, at 91.9 FM (WEVQ) from Littleton, at 105.7 FM (W290BT) and 90.3 FM (WEVF) from Colebrook, at 96.5 FM (W243DE) from Holderness, at 90.3 FM (W212AF) from Nashua, at 91.3 FM (W217BH) from Littleton and at 91.5 (WCNH) from Bow.

The Corporation also produces and distributes content through podcasts, NPR One and online at www.nhpr.org.

Note 2. Summary of Significant Accounting Policies

Basis of accounting: The financial statements of the Corporation have been prepared on the accrual basis. Under the accrual basis, revenues and gains are recognized when earned. Expenses and losses are recognized when incurred.

The significant accounting policies are described below to enhance the usefulness of the financial statements to the reader.

Comparative financial information: The financial statements of the Corporation include certain prior-year summarized comparative information in total but not by net asset class for the statement of activities and changes in net assets and statement of functional expenses. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Corporation's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Estimates and assumptions: Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Accordingly, actual results may differ from those estimates.

Net assets: The Corporation reports information regarding its financial position and activities according to two categories of net assets: net assets with donor restrictions and net assets without donor restrictions. Descriptions of these net asset categories are as follows:

> *Net assets without donor restrictions*: Net assets without donor restrictions are available for use at the discretion of the Board of Trustees and/or management for general operating purposes. From time to time the Board of Trustees designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion.
>
> See Note 14 for more information on the composition of net assets without donor restrictions.

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Net assets with donor restrictions: Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions and includes the accumulated appreciation and depreciation related to donor-restricted endowment funds.

The Corporation reports gifts of cash and other assets as revenue with donor restrictions 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, the net assets are reclassified as net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions.

Some net assets with donor restrictions include a situation that assets provided be maintained permanently (perpetual in nature) while permitting the Corporation to expend the income generated by the assets in accordance with the provisions of additional donor-imposed stipulations or a Board approved spending policy.

See Note 15 for more information on the composition of net assets with donor restrictions.

Fair value option: Generally Accepted Accounting Principles (GAAP) provides a fair value option election that allows organizations to irrevocably elect fair value as the initial and subsequent measurement attribute for certain financial assets and liabilities. GAAP permits the fair value option election on an instrument-by-instrument basis at specified election dates, primarily at the initial recognition of an asset or liability or upon an event that gives rise to a new basis of accounting for that instrument. The Corporation elected the fair value option for contributions receivable in a prior year.

Contributions: The Corporation recognizes contributions received and made, including unconditional promises to give, as revenue in the period received or made. Contributions received are reported as either revenues without donor restrictions or revenues with donor restrictions. Contributions with donor restrictions that are used for the purposes specified by the donor in the same year as the contribution is received are recognized as revenues with donor restrictions and are reclassified as net assets released from restrictions in the same year. Promises to contribute that stipulate conditions to be met before the contribution is made are not recorded until the conditions are met. There were no conditional promises to give for the year ended June 30, 2020.

Cash and cash equivalents: For purposes of reporting cash flows, the Corporation considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. As of June 30, 2020, the Corporation had $696,982 of cash equivalents included in investments on the statement of financial position.

Investments: The Corporation carries investments in marketable securities with readily determinable fair values based upon quoted market prices. Unrealized and realized gains and losses are included with investment income in the accompanying statement of activities and changes in net assets. Purchased and gifted securities are recorded at fair value on the date of the acquisition or gift date, net of any brokerage fees.

Property and equipment: Property and equipment is stated at cost or, if donated, at fair value determined at the date of donation. The Corporation's policy is to capitalize expenditures at $1,000 or greater for major improvements.

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Depreciation is provided for on the straight-line method in a manner which is intended to amortize the cost of the assets over the following estimated useful lives:

	Years
Buildings and improvements	7-40
Broadcast and transmission equipment	3-20
Furniture and office equipment	3-10
Vehicles	5

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts along with the related accumulated depreciation and any gain or loss is recognized.

Station and software licenses: The cost of licensing rights acquired is being amortized on the straight-line method over periods of seven to thirty years. Amortization expense charged to operations related to these licenses amounted to $15,898 for the year ended June 30, 2020.

Deferred revenue: Deferred revenue results when contracts for business support are prepaid in the current year and aired by the Corporation in the subsequent fiscal year. Accordingly, the payments received for the next fiscal year are deferred until the business support credits are aired by the Corporation.

Grants received that are considered reciprocal transactions generally contain conditions that could require the Corporation to return funds if the conditions are not met. Accordingly, these grant proceeds are recorded as deferred revenue upon receipt. The grant revenue is recognized according to the terms of the grant agreement, usually as the proceeds are utilized for the grant's purposes and the conditions are fully met. Deferred revenue includes $200,000 from grants with certain conditions that have not yet been met for the year ended June 30, 2020.

Debt issuance costs: These costs are being amortized on a straight-line basis over the 20-year term of the debt (see Note 6). Debt issuance costs are included with interest expense on the statement of functional expenses.

Advertising: The Corporation charges advertising costs to expense as incurred. Advertising expenses relate primarily to programming and are primarily funded through trade.

Donated goods and services: A portion of the Corporation's functions are conducted by unpaid officers, board members and volunteers. The value of this contributed time is not reflected in the financial statements since it does not meet the criteria necessary for recognition under the FASB ASC 958-605 (see Note 10).

Donated materials and equipment are reflected as in-kind donations and expenses are capitalized at their estimated value at the date of receipt. Donated professional services are recorded as both revenue and expense at estimated fair value.

Business support services which are done in exchange for goods or services are reflected as business support - trade. When the Corporation receives notification that donated services have been provided, the Corporation recognizes the revenue and a corresponding expense based on the value of the services (typically an invoice) which the Corporation received.

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Income taxes: The Corporation is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC); however, certain unrelated business income is subject to federal taxation. For the year ended June 30, 2020, there was no liability for a tax on unrelated business income. The Corporation is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The Corporation adopted the provision of FASB ASC 740, Accounting for Uncertainty in Income Taxes. Accordingly, management evaluated the Corporation's tax positions and concluded the Corporation had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements. With few exceptions, the Corporation is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for tax years before 2017.

Functional allocation of expenses: The statement of functional expenses presents expenses by function and natural classification. Expenses directly attributable to a specific functional area of the Corporation are reported as expenses of those functional areas. A portion of general and administrative costs that benefit multiple functional areas (indirect costs) have been allocated across programs and other supporting services based on estimates of time and effort and square footage.

Operating measure: The Corporation has presented the statement of activities and changes in net assets based on an intermediate measure of operations. The measure of operations includes all revenues and expenses that are an integral part of the Corporation's programs and supporting activities and net assets released from restrictions to support operating activities. Non-operating activities are limited to resources outside of those program and services and are comprised of investment and bequest revenue and other capital activity.

Change in accounting principle: In January 2016, the FASB issued ASU 2016-01, *Financial Instruments-Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*. This standard is intended to improve recognition, measurement, presentation, and disclosure of financial instruments. The Corporation adopted ASU 2016-01 on July 1, 2019. The adoption of ASU 2016-01 did not have a significant impact on the Corporation's financial statements.

In June 2018, the FASB issued ASU 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. This standard provides guidance for evaluating whether transactions should be accounted for as contributions or exchange transactions and clarifies the criteria for evaluating whether contributions are unconditional or conditional. The Corporation adopted ASU 2018-08 on July 1, 2019. The adoption of ASU 2018-08 did not have a significant impact on the Corporation's financial statements.

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Recent accounting pronouncements: In May 2014, the FASB issued, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Corporation expects to be entitled in exchange for those goods and services. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. In June 2020, the FASB deferred the effective date of this standard for one year for certain entities that have not yet issued their financial statements. This standard will be effective for the Corporation for the year ended June 30, 2021. Management is currently evaluating the impact this will have on its financial statements.

In February 2016, the FASB issued, *Leases, Topic 842* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. In June 2020, the FASB deferred the effective date for this standard for one year for certain entities that have not yet issued their financial statements. This standard will be effective for the Corporation for the year ended June 30, 2023, with early adoption permitted. Management is currently evaluating the impact this will have on its financial statements.

Note 3. Contributions Receivable

In a prior year, the Corporation began an Innovation Campaign that supports three significant editorial initiatives that expand NHPR's news coverage and local program production. Unconditional promises to give are included in the financial statements as contributions receivable and revenue in the appropriate net asset category. Unconditional contributions receivable expected to be received beyond one year are recognized at fair value and a discount rate is applied when deemed necessary (2.5% at June 30, 2020). The Corporation estimates the allowance for uncollectible contributions receivable based upon specific review, current economic conditions and historical loss factors, if applicable. Substantially all promises to give are from members of the Board of Trustees and others strongly committed to the Corporation. Management will continue to monitor the collection of these promises to give and make any necessary reserve adjustments.

The schedule below also includes a non-campaign pledge of $375,000. This pledge is donor restricted revenue for The Exchange and All Things Considered Fellows (see Note 15) as well as a digital/data journalist position. $125,000 of this pledge is scheduled to be collected for each of the subsequent three years.

Contributions receivable are summarized below:

In one year or less	$	398,711
Between one and five years		279,585
Less discount to present value		(14,811)
Less allowance		(9,000)
Total		654,485
Less current portion		398,711
Total long-term portion	$	255,774

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Note 4. Investments

Investments, which consist of marketable debt and equity securities are carried at fair value at June 30, 2020. Investments are classified as long-term assets since it is the Corporation's intent to hold these investments for more than one year.

Investments consist of the following at June 30, 2020:

	Fair Value	Cost	Unrealized Appreciation, Net
Cash	$ 696,982	$ 696,982	$ -
Domestic and international equities:			
Materials	21,222	$ 16,820	4,402
Consumer cyclical	66,664	53,874	12,790
Financial services	86,539	69,874	16,665
Real estate	13,848	10,783	3,065
Consumer defensive	34,460	27,604	6,857
Healthcare	63,905	51,712	12,193
Utilities	10,917	8,507	2,410
Communication services	16,066	12,918	3,149
Energy	35,363	28,207	7,156
Industrials	62,065	49,869	12,195
Technology	100,152	81,595	18,558
Debt security - bonds	928,595	842,345	86,250
Total	$ 2,136,778	$ 1,951,091	$ 185,689

Note 5. Property and Equipment

Property and equipment, at cost	
Buildings and improvements	$ 5,705,309
Broadcast and transmission equipment	4,225,413
Furniture and office equipment	1,561,979
Vehicles	79,889
Construction in process	52,710
Total property and equipment	11,625,300
Less accumulated depreciation	7,255,137
Total property and equipment, net	$ 4,370,163

Depreciation expense amounted to $417,136 for the year ended June 30, 2020.

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Note 6. Note Payable, Revolving Line-of-Credit and Pledged Assets

During a prior year, the Corporation refinanced their tax exempt bond with a $1,200,000 mortgage with Bank of New Hampshire at a 2.99% fixed rate of interest for the first ten years, then adjusting every ten years to the FHLB 10 year rate plus 1.75% (2.99% at June 30, 2020). The next scheduled adjustment date is November 2, 2025. The primary banking relationship must be maintained at Bank of New Hampshire or the interest rate increases by 1%. The mortgage has a twenty-year term with monthly principal and interest payments assuming a twenty-five year amortization. Interest and principal payments of $5,711 are due each month with the final balloon payment of approximately $323,306 due November 2, 2035.

Also during a prior year, in conjunction with this refinancing, the Corporation replaced its existing line-of-credit with a new revolving line-of-credit for borrowings up to $250,000 at an interest rate at one and one-half percent above the Wall Street Journal Prime Rate (4.75% at June 30, 2020).

The line-of-credit is secured by business assets and is subject to annual review. Under the terms of this agreement, the Corporation must maintain a minimum debt service coverage ratio of not less than 1.2 to 1.0. This covenant was met for the year ended June 30, 2020. As of June 30, 2020, there were no outstanding borrowings on the line-of-credit. Interest costs on the mortgage debt amounted to $36,848 for the year ended June 30, 2020. The Bank of New Hampshire note payable had an effective interest rate of 3.40% at June 30, 2020.

Long-term debt:

Long-term debt:		
Mortgage payable, Bank of New Hampshire (see above)	$	1,042,132
Less amounts due within one year		37,965
Less unamortized debt issuance costs		19,682
Long-term debt	$	984,485

Maturities required on long-term debt are as follows for fiscal years ending June 30:

2021	$	37,965
2022		39,116
2023		40,302
2024		41,523
2025		42,782
Thereafter		840,444
	$	1,042,132

See Note 19 related to the Paycheck Protection Program funds.

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Note 7. Operating Leases

The Corporation maintains several operating lease agreements for transmitter site rental and office equipment. These leases expire between fiscal years 2021 and 2027. Minimum future rent commitments under these lease agreements are as follows for the years ending June 30:

2021	$ 73,376
2022	42,446
2023	29,180
2024	29,457
2025	28,550
Thereafter	4,733
Total	$ 207,742

Rental expense for these leases for the year ended June 30, 2020 totaled approximately $73,000.

Note 8. Commitments and Contingencies

Certain equipment acquired with federal grant proceeds is subject to reversionary interest liens for a period of ten years from date of the grant. Property acquired with these grant proceeds may not be conveyed, transferred, assigned, mortgaged, leased or in any other manner encumbered by the Corporation, except as expressly authorized by grantor. The liens expire between 2021 and 2022.

The Corporation maintains a sick time policy in which eligible employees can accrue up to a maximum of 480 hours of sick time. Employees who had sick time balances in excess of the 480 hours, as of the implementation of this policy in January of 2010, have been grandfathered in and, as such, continue to have those hours available to use according to the terms outlined in this policy.

FASB guidance states that an accrual is not required for an obligation related to employees' accumulating rights to receive compensation for future absences that are contingent upon the absences being caused by an employee's future illness. In addition to this contingent event, the low degree of reliability of estimates of the future sick pay and the cost of evaluating do not justify the requirement for such an accrual.

The Corporation also has a policy that allows for forty hours of vacation time to be carried forward to subsequent years. This liability is included in accrued salaries and benefits on the statement of financial position.

Note 9. Retirement Plans

For administrative purposes, during a prior year, the Corporation merged its two 403(b) Retirement Plan options into one plan. The plan is a way for employees to prepare and save for retirement. Participation is voluntary and allows employees to choose from a variety of investment options.

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Tax Deferred Annuity Plan: This option in the 403(b) Retirement Plan allows for employees to contribute with their own tax-deferred contributions and is available to all employees. Employees are eligible to begin participation on the first of the month following employment and are fully and immediately vested in the plan. This is a salary reduction plan only. During a prior year all amounts were paid out and no additional contributions to the plan have been made.

Defined Contribution Plan: Under the defined contribution option in the 403(b) Retirement Plan, to be eligible to participate an employee must be at least 21 years of age. Employees that are eligible can start contributing upon hire. The option in the plan includes a discretionary matching contribution component which is determined annually, based on the financial resources and budget of the Corporation. Employees become eligible for the matching contribution after a year of employment and 1,000 hours. The employer match contributions are tied to a three year vesting schedule with participants becoming fully vested after three years. Contributions to the plan for the year ended June 30, 2020 amounted to $122,695.

Note 10. Donated Goods and Services

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

The Corporation received donated accounting and legal services amounting to $12,591 for the year ended June 30, 2020.

Note 11. Concentration of Credit Risk

The Corporation maintains its cash balances at various financial institutions. The Company's cash balances are insured up to $250,000, per depositor at each financial institution. Deposits in excess of federally insured limits at June 30, 2020 were approximately $1,008,000.

Note 12. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy are as follows:

- Level 1 - inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at level 1 fair value generally are securities listed in active markets. The Corporation has valued their investments, listed on national exchanges at the last sales price as of the day of valuation.

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- 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.

The inputs or methodology used for valuing investments are not necessarily an indication of the risk associated with investing in those investments.

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2020:

	Level 1	Level 3
Assets:		
Cash	$ 696,982	$ -
Domestic and international equities:		
Materials	21,222	-
Consumer cyclical	66,664	-
Financial services	86,539	-
Real estate	13,848	-
Consumer defensive	34,460	-
Healthcare	63,905	-
Utilities	10,917	-
Communication services	16,066	-
Energy	35,363	-
Industrials	62,065	-
Technology	100,152	-
Debt security - bonds	928,595	-
Contributions receivable	-	654,485
	$ 2,136,778	$ 654,485

All assets have been valued using a market or income approach and have been consistently applied. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities. Prices may be indicated by pricing guides, sale transactions, market trades, or other sources.

Contributions receivable have been valued using an income approach and have been consistently applied. The income approach uses valuation techniques to convert future amounts to a single present amount based on current market expectations about the future amounts (includes present value techniques and option-pricing models). Net present value is an income approach where a stream of expected cash flows is discounted at an appropriate market interest rate.

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The Corporation has elected the fair value option for recording long-term contributions receivable. As a result of this election, contributions receivable are reported at fair value initially and in subsequent periods. This option simplifies the recordkeeping aspect of accounting for contributions receivable by eliminating the requirement to amortize the resulting discount.

		Contributions Receivable
Balance, ending of year ended June 30, 2019	$	689,966
Contributions		124,796
Payments received and bad debt write offs		(160,277)
Balance, ending of year ended June 30, 2020	$	654,485

Generally accepted accounting principles require disclosure of an estimate of fair value of certain financial instruments. The Corporation's significant financial instruments are cash and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Note 13. Endowment Funds and Net Assets

The Corporation adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB ASC 958-205-45. FASB ASC 958-205-45 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). FASB ASC 958-205-45 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Corporation adopted FASB ASC 958-205-45 during the year ended June 30, 2011. The Corporation's endowment is comprised of two named funds and currently includes only donor-restricted endowment funds. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees of the Corporation has interpreted UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Corporation classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Corporation in a manner consistent with the standard of prudence prescribed in UPMIFA.

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In accordance with UPMIFA, the Corporation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the various funds

(2) The purposes of the donor-restricted endowment funds

(3) General economic conditions

(4) The possible effect of inflation and deflation

(5) The expected total return from income and the appreciation of investments

(6) Other resources of the Corporation

(7) The investment policies of the Corporation

Underwater Endowment Funds: From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Corporation to retain as a fund of perpetual duration. The Corporation did not have any funds with deficiencies for the year ended June 30, 2020.

Investment Return Objectives, Risk Parameters and Strategies: The Corporation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk.

According to this policy, endowment assets will be invested in a well-diversified asset mix that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to yield an annual distribution of not more than 4%, while growing the funds if possible. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to not expose the fund to unacceptable levels of risk.

Spending Policy: The Corporation has a policy of appropriating for distribution each year not more than 4% of its endowment fund's average fair market value over the twelve calendar quarters preceding the year to which the distribution applies. In establishing this policy, the Corporation considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity based on donor restrictions, and the possible effects of inflation. The Corporation expects the current spending policy to allow its endowment funds to grow at a nominal average rate, which is consistent with the Corporation's objective to maintain the purchasing power of the endowment assets as well as to provide additional real growth through investment return.

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Endowment net asset composition by type of fund as of June 30, 2020 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 345,808	$ 345,808

Endowment net assets as of June 30, 2020 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2019	$ -	$ 360,324	$ 360,324
Unrealized loss on investment	-	(1,346)	(1,346)
Appropriation of endowment assets for expenditure	-	(13,170)	(13,170)
Endowment net assets, June 30, 2020	$ -	$ 345,808	$ 345,808

Note 14. Net Assets Without Donor Restrictions

The Corporation's net assets without donor restrictions is comprised of the following:

June 30,	2020
Undesignated	$ 4,179,966
Board designated for innovation campaign	30,192
Board designated investments	190,723
Board designated for general expenditures	470,595
Total net assets without donor restrictions	$ 4,871,476

The Board of Trustees voted to designate funds up to $290,000 for various one-time expenses and investments to support the growth of the Corporation. These funds are included above in board designated for general expenditures.

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Note 15. Net Assets With Donor Restrictions

Net assets with donor restrictions at June 30, 2020 consisted of investment principals maintained in perpetuity and the income earned may be used to support operations. Net assets of gifts and other unexpended revenues available for the following purposes:

June 30,		2020
Subject to expenditure for specified purpose or period:		
Grant proceeds with reversionary rights	$	37,382
Innovation campaign and fund		1,424,780
Justice grant		24,360
Opioid coverage		9,133
The Exchange and All Things Considered		422,427
By Degrees		53,864
Other programs		19,885
Total subject to expenditure for specified purpose or period:		1,991,831
Endowments subject to the Organization's spending policy and appropriation:		
Investments in perpetuity (original amounts of $232,547 in 2019 and 2020), which once appropriated, is expendable to support:		
Any activities of the Organization	$	345,808
Total net assets with donor restrictions	$	2,337,639

Note 16. Annuity Agreements

In a prior year, the Corporation received correspondence from National Public Radio, Inc. regarding annuity agreements for which the Corporation has been named a beneficiary. Under these agreements, National Public Radio, Inc. will administer the gift annuities for a fee of 8% and the Corporation will receive the residual gifts. There were no amounts received under annuity agreements for the year ended June 30, 2020.

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Note 17. Liquidity and Availability of Resources

The following reflects the Corporation's financial assets available to meet cash needs to general expenditures within one year as of the balance sheet date:

June 30,		2020
Cash	$	2,182,753
Contributions receivable		654,485
Bequest receivable		1,667
Accounts receivable		338,960
Investments		2,136,778
Total financial assets		5,314,643
Less amounts unavailable for general expenditures within one year, due to:		
Subject to appropriation and satisfaction of donor restrictions		(1,924,845)
Amounts unavailable to management without Board's approval:		
Board designated for general expenditures		(470,595)
Board designated investments		(190,723)
Board designated for innovation campaign		(30,192)
Total financial assets available to management for general expenditure within one year	$	2,698,288

To help manage unanticipated liquidity needs the Corporation has a committed line of credit of $250,000, which it could draw upon. Additionally, the Corporation has Board Designated net assets without donor restrictions that, while the Corporation does not intend to spend these for purposes other than those identified, the amounts could be made available for current operations, if necessary.

Note 18. Reclassification

Certain reclassifications have been made to the prior year summarized amounts to conform to the current year presentation. Such reclassifications have no effect on net assets or changes in net assets as previously reported.

Note 19. Paycheck Protection Program Funds and COVID-19

In December 2019, a novel strain of coronavirus ("COVID-19") was reported in China. The World Health Organization has declared COVID-19 to constitute a "Public Health Emergency of International Concern." This outbreak will affect virtually every industry and has created volatility in the stock markets throughout the world. Many federal and state governments have implemented numerous restrictions, mandated various closures and quarantine requirements in connection with the COVID-19 outbreak. The extent of the impact of the COVID-19 on the Corporation's operational and financial performance will depend on future developments, including the duration and spread of the outbreak and the impact on the Corporation's customers, employees and vendors, all of which are uncertain and cannot be predicted.

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In April 2020, the Corporation received $1,031,200 in funds from the federal Paycheck Protection Program (PPP). The PPP is a loan designed to provide a direct incentive for small businesses to keep their workers on the payroll. SBA will forgive loans if all employees are kept on the payroll for the specified period of time and the money is used for payroll, rent, mortgage interest, or utilities. Any amounts not forgiven at the end of the program period convert into a loan with 1% interest, payable over 18 payments commencing on November 13, 2020. The AICPA released guidance on recording options and the Corporation has decided to record these funds under the government grant model (FASB ASC 958-605). The cash received under the PPP is recorded as a liability until the conditions are substantially met. When the Corporation has substantially met the conditions of the program and qualifying expenses are incurred, the cancellation of the liability is recorded as revenue. As of June 30, 2020, the Corporation had not yet met conditions on $1,031,200 which is recorded as a liability on the statement of financial position. The Corporation expects to meet all conditions for forgiveness early in fiscal year 2021.

In the absence of this forgiveness, the debt matures as follows:

2021	$	513,726
2022		517,474
	$	1,031,200

Note 20. Subsequent Events

The Corporation has evaluated subsequent events through November 18, 2020, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. Subsequent to year-end the Corporation received a $100,000 grant from the Lenfest institute for Journalism to be used to accelerate transition to digital sustainability for quality journalism. No other subsequent events were identified that would require disclosure in the financial statements for the year ended June 30, 2020.

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New Hampshire Public Radio, Inc.
FY 2021 Board of Trustees
Effective 1/1/21

Peter Burger
Orr & Reno
Concord, NH

Gray Chynoweth
Minim
Manchester, NH

Sue Chollet
Peterborough, NH

Tate Curti
Elliot Hospital
Concord, NH

Laurie Gabriel
Jackson, NH

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Talmira Hill
TL Hill Group
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Rye, NH

Carla Muskat
Pathfinder International
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Pawn Nitichan
City Year
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CASA of New Hampshire
Andover, NH

Wayne Robinson
Manchester-Boston Regional Airport
Manchester, NH

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The Colony Group
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Adam Ruedig
UBS Financial Services
Portsmouth, NH

Barbara Russell
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Sherry Young
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William Chapman
Chairman Emeritus
Orr & Reno
Concord, NH

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Timothy M. Wright

Professional Summary

Experienced business-to-business sales and marketing professional with superior customer service skills and a talent for new business development. Demonstrable history of positive revenue impact while successfully meeting or exceeding sales quotas, made possible by consistently growing existing accounts while adding substantial new business. Winner of multiple national, regional and local sales achievement awards based on new business development and overall sales. Highly effective at working with others in coordinating resources to meet clients needs.

Areas of Expertise

Customer Service	Account Management	Client Needs Assessment
Proposal preparation	Negotiation	Closing
New Business Development	Relationship Building	Departmental coordination
Networking for Referrals	Analysis, Forecasting & Planning	Time Management
Marketing & Advertising	copywriting	Collections

Training & Technical Skills

Extensive formal sales training & development over many years from Dale Carnegie, Brian Tracy, Chris Lytle & Associates, Zig Ziglar, Jim Doyle, Kerry Johnson, Tom Hopkins, Anthony Robbins & others. Strong knowledge of various Microsoft and CRM computer software

Professional Experience

New Hampshire Public Radio
Corporate Support Representative **January 2016 – present**

As a corporate support representative my job is to help businesses and organizations connect with the New Hampshire Public Radio Audience through on air messages, NHPR.org website, Mobile Banners, Livestream sponsorships, newsletters and Podcasts. This role entails working with new and existing underwriters on scheduling, helping write copy and facilitating other creative needed for online/digital exposure. I also work closely across departments to facilitate traffic, billing and collections efforts when needed. In this role I have consistently gained new business supporters while growing my existing client base.

Energy Improvements, Concord New Hampshire **July 2014-January 2016**
Sales/Project management

In this role I work primarily with general contractors while they are building new homes or commercial buildings. My position entails selling subcontracting services and then managing these projects to completion.

- Developing relationships with key decision makers
- Prospecting for new clients through face to face meetings on site
- Estimating work scope and associated costs for projects
- Preparing proposals and submitting bids
- Negotiating deals and closing sales
- Coordinating start dates and work flow on projects
- Acting as a Liaison between GM on site and our Operations Manager
- Inspecting work and insuring customer satisfaction

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Casella Waste, Salem, New Hampshire **June '12-July '13**
Construction Specialist
I worked with construction companies to help them plan, coordinate and implement recycling & waste management solutions for their construction and demolition projects

- Developed relationships with key decision makers
- Travelled extensively in NH and No. Mass. to job sites and corporate offices
- Wrote proposals and bids for upcoming work
- Negotiated and closed deals on a regular basis
- Worked with large construction projects to achieve LEED recycling rates of over 75%
- Engaged in successful customer retention efforts in early 2013 during integration of new customers and territory after acquisition of competitor.

Timothy M. Wright

207 Dearborn Road • Pembroke, New Hampshire 03275 • 603-485-6070 • tmwright.job@gmail.com

Comcast Spotlight, Bedford, New Hampshire **Sept. '02– October '10**
Senior Account Executive
Worked closely with clients on their total marketing efforts, including advertising campaigns and commercial message development for television and the Internet.

- Consistently met or exceeded sales quotas to become one of the top 10% of Account Executives in my division.
- Successfully grew my existing account base each year.
- Demonstrated ability to prospect for and close new accounts on a regular basis.
- Doubled my annual billing from 600K to 1.2 million over 8-year period.
- Nurtured relationships and worked successfully with many advertising agencies.
- Coordinated all internal efforts of various departments on my clients' behalf.
- Promoted to Senior Account Executive for exceptional sales performance.
- President's club award winner. Recipient of multiple regional awards for excellence as well as multiple territory awards for record-breaking performance on a local level.

MediaOne/AT&T Media Services, Bedford, New Hampshire **April '98 – Sept.'02**
Account Executive
Worked with new and existing clients to develop and execute comprehensive marketing & advertising campaigns. Coordinated all efforts of sales, marketing, promotions, business operations and production departments.

- Demonstrated superior new business development skills by adding new clients at a record breaking pace.
- Increased sales volume by 400% over this 4-year period from 150K to 600K.
- Qualified, prospected, proposed, negotiated and closed new business on a regular basis through effective discovery of needs and presentation of affordable client focused solutions
- Wrote television commercial copy and helped direct commercial production on a regular basis.

Education
Bachelors Degree – University of Vermont

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KEY PERSONEL SHEET

Account Manager	Annual Wages	Amount associated to contract
Timothy Wright	$71,904	$1,028.64