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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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603-271-9200 1-800-852-3345 Ext. 9200
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December 14, 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, Office of the Commissioner, to enter into a **Sole Source** amendment to an existing contract with GYK Antler, LLC/DBA GYK-ANTLER (VC# 155251), Manchester, NH, for additional production services to enhance a public service campaign to New Hampshire resident about the safety and efficacy of the COVID-19 vaccine, by increasing the price limitation by \$900,500 from \$1,278,632 to \$2,179,132 and by extending the completion date from December 31, 2021, to March 31, 2022, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by the Governor on April 2, 2021, and presented to the Executive Council on May 19, 2021, as Informational Item #D, as amended with Governor approval on April 28, 2021, and presented to the Executive Council on May 19, 2021, as Informational Item #E, and as amended with Governor and Executive Council approval on August 18, 2021 (Item# 13).

Funds are available in the following account for State Fiscal Year 2022, 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.

05-95-095-950010-1919 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, HHS: OFFICE OF THE COMMISSIONER, COMMISSIONERS OFFICE, COVID19 FEMA DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	103-502664	Contracts for Oper Svc	95010690	\$434,490	\$0	\$434,490
2022	103-502664	Contracts for Oper Svc	95010690	\$844,142	\$900,500	\$1,744,642
			Total	\$1,278,632	\$900,500	\$2,179,132

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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EXPLANATION

This request is **Sole Source** because the Department is requesting to extend the contract for three (3) months and there are only two (2) months of renewal available at this time. The Department is extending the Contract to align with the availability of Federal Emergency Management Agency (FEMA) funding to support these services. This extension will support the multimodal COVID-19 public service announcement (PSA) campaign. The purpose of the PSA campaign is to encourage New Hampshire residents to get the COVID-19 vaccine and booster doses. Given the recent rise in COVID-19 cases in New Hampshire, due in part to communities with low vaccination rates as well as the wide-spread presence of highly contagious variants, COVID-19 remains a serious threat to the health of our residents and communities. As of this writing, there are 474 COVID-19 hospitalizations statewide and almost 1,800 residents have lost their lives to the virus.

The Contractor will ensure the PSA campaign directs messaging statewide to reach all age groups in New Hampshire eligible to receive the COVID-19 vaccine and booster doses. Specific focus will be given both to areas of the state with low vaccination rates and population groups who may be more reluctant to get vaccinated. Further, the campaign will focus the availability of vaccine and booster doses for anyone ages 5 and older.

The Contractor will continue to develop effective messaging, slogans, and marketing imagery to support the PSA campaign, which will be disseminated through a variety of media that include radio, network television, billboards, newspaper and social media

As referenced in Exhibit A of the original contract, the parties have the option to extend the agreement for up to six (6) additional months, contingent upon satisfactory delivery of services, available funding, agreement of the parties and appropriate State approval. The Department is exercising its option to renew services for two (2) of the two (2) months available. Additionally, the Department is requesting one (1) additional month of services.

Should the Governor and Council not authorize this request, the Department will be unable to message the importance of the COVID-19 vaccine amid emerging variants via direct messaging statewide to reach all age groups in New Hampshire eligible to receive the COVID-19 vaccine. In addition, the State risks further straining the vulnerable healthcare sector with greater numbers of hospitalizations and deaths if we are unable to achieve the necessary vaccine uptake to protect New Hampshire's communities and residents.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #97.036; FAIN #4516DRNH00000001

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92994125473...

Lori A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This Amendment to the NH State Vaccine PSA Campaign contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and GYK Antler, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on April 2, 2021, and presented to the Executive Council on May 19, 2021 (Item D), as amended with Governor approval on April 28, 2021, and presented to the Executive Council on May 19, 2021 (Item E), and as amended with Governor and Executive Council approval on August 18, 2021 (Item# 13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A Revisions to Standard Agreement Provisions, Paragraph 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
March 31, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,179,132
3. Modify Exhibit B - Amendment #2 by replacing in its entirety with Exhibit B - Amendment #3, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C - Amendment #2 by replacing in its entirety with Exhibit C - Amendment #3, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit K, NH State COVID-19 Vaccine PSA Campaign Amendment #2 by replacing in its entirety with Exhibit K, NH State COVID-19 Vaccine PSA Campaign Amendment #3, which is attached hereto and incorporated by reference herein.
6. Add Statement of Work, Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/15/2021

Date

DocuSigned by:
Lori A. Weaver
4C1A03004125473
Name: Lori A. Weaver
Title:
Deputy Commissioner

GYK Antler, LLC

12/14/2021

Date

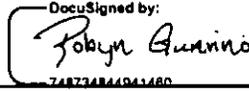
DocuSigned by:
Francis Ferrara
71430CEA7090481...
Name: Francis Ferrara
Title:
Chief Financial Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/15/2021

Date

DocuSigned by:

748724844041480

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #3

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall develop and deliver a comprehensive multimodal public service announcement (PSA) campaign to encourage New Hampshire State citizens to obtain the COVID-19 vaccine, which includes 1st or 2nd doses or boosters.
- 1.2. The Contractor shall ensure the PSA directs messaging statewide to reach all age groups in New Hampshire eligible to receive the COVID-19 vaccine. Specific focus shall be given to New Hampshire residents that data suggests are less likely to be vaccinated for COVID-19.
- 1.3. The Contractor shall develop effective messaging, slogans, and marketing imagery, to support the PSA campaign, which shall be disseminated, at minimum through the following mediums:
 - 1.3.1. Radio.
 - 1.3.2. Television.
 - 1.3.3. Display.
 - 1.3.4. CTV.
 - 1.3.5. Bill boards.
 - 1.3.6. Social Media.
- 1.4. **Creative Services:** The Contractor shall provide account management, project management, creative strategy, and development of up to three (3) different creative directions for consideration. Each concept shall include up to two (2) tactical executions for demonstrations purposes for the Department with two (2) rounds of revisions.
- 1.5. The Department will approve the final media plan and the Contractor shall develop, in consultation with the Department, the following:
 - 1.5.1. Three (3) :30 TV Spots.
 - 1.5.2. Six (6) :15 Video Cutdowns of the TV Spots.
 - 1.5.3. Three(3) :30 Radio Spots (which shall include NH Liquor Commission State liquor stores).
 - 1.5.4. Two (2) :30 script for radio stations.
 - 1.5.5. Six (6) newspaper ads.
 - 1.5.6. Six (6) Standard Billboard (up to 10 resizes).
 - 1.5.7. Four (4) Bus shelter posters.
 - 1.5.8. Three (3) Public bus wraps.

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**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #3**

- 1.5.9. Three (3) Rideshare vehicle wrap (up to 2 resizes).
- 1.5.10. Three (3) In-store digital screen displays (3 creative versions, up to 3 resizes total).
- 1.5.11. Two (2) QR code overlay.
- 1.5.12. Social Media
 - 1.5.12.1. Seven (7) Static Dark Posts (Facebook/Instagram).
 - 1.5.12.2. Nine (9) Static Dark Posts (Facebook/Instagram).
 - 1.5.12.3. Six (6) Instagram Story :15 Vertical Format Videos.
 - 1.5.12.4. Five (5) Instagram Story Static.
- 1.6. The Contractor and Department (Parties) assume the following for Section 1.5, which include:
 - 1.6.1. Costs included for up to Ten (10) billboard resizes based on the approved media plan.
 - 1.6.2. :30 spots will be horizontal orientation only; 15 cutdowns will include vertical and horizontal orientation.
 - 1.6.3. Cutdowns will include one (1) video for each TV spot and six (6) cutdowns from footage captured during the shoot.
 - 1.6.4. Bus wrap creative will be designed for the full bus and rear.
 - 1.6.5. Cost includes up to two (2) rounds of client review and revisions.
- 1.7. **Production Services:** The Contractor shall provide coordination, production, and post-production for the State of New Hampshire COVID-19 Vaccine PSA Campaign. This includes all manner of video related pre-production, production, and post-production efforts. Deliverables shall include:
 - 1.7.1. Three (3) :30 TV spots
 - 1.7.2. Six (6) :15 cutdowns vertical and horizontal orientation.
 - 1.7.3. Three (3) :30 second radio spots (which shall include NH Liquor Commission State liquor stores).
 - 1.7.4. All above assets will be delivered as .mp4, 23.98fps at 1920x1080HD; 16:9 and 9:16 (unless noted differently)
 - 1.7.5. Up to 12 retouched still images.
- 1.8. The Parties assume the following, which includes the following production considerations for the deliverables listed in 1.7:
 - 1.8.1. Pre-production, production and postproduction efforts will follow standard procedures and staffing.

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #3**

- 1.8.2. This estimate accounts for one (1) day of production per concept for a total of three(3) production days at one (1) studio location within New Hampshire.
- 1.8.3. One (1) day of production is based on 10 hours a day, any hour past 10 could be considered overtime and may be billed incrementally.
- 1.8.4. All still photography will be captured on set of video production using existing scenery.
- 1.8.5. Image retouch includes cleanup and color treatment, any extensive retouching/compositing will be considered incremental.
- 1.8.6. Estimate assumes the use of video wall backdrop for different static color backgrounds, no props, or set dressing are included.
- 1.8.7. Wardrobe to be provided by talent.
- 1.8.8. Approved concepts assume the Department will provide talent. If using real people and the Contractor sources talent, all associated fees for sourced talent will be covered within the contracted campaign budget.
- 1.8.9. The Department will be responsible for all casting/talent coordination and usage cost.
- 1.8.10. The deliverables are subject to two (2) rounds of edit reviews.
- 1.8.11. Estimate includes static onscreen graphics treatment but does not include animation.
- 1.8.12. Music shall be licensed for a minimum of one (1) year from the original airdate for placement on paid broadcast, paid digital media and unpaid digital media on the Department's website(s) and social page(s).
- 1.8.13. Additional licensing terms may be requested following the execution of Amendment #3 to this Agreement, at an additional negotiated rate once the media plan is defined and will be considered incremental.
- 1.9. **Media Services:** The Contractor shall manage, buy, and optimize all paid media for the State of New Hampshire's COVID-19 Vaccine PSA Campaign.
- 1.10. The Contractor shall be responsible to purchase, setup, and traffic media across all channels, which includes, but is not limited to:
 - 1.10.1. Competitively procuring contracts with subcontractors.
 - 1.10.2. Confirming placements and availability.
 - 1.10.3. Negotiating rates.
 - 1.10.4. Placing insertion orders with media partners.

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**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #3**

- 1.10.5. Developing comprehensive flowcharts with costs, impression, and lighting by media channel.
- 1.10.6. Delivering media buy details and media authorization form to the Department for review and approval.
- 1.10.7. Finalizing comprehensive specification documents by Media channel and tactic.
- 1.10.8. Considering creative rotation and collaborating with account and creative teams.
- 1.10.9. Setting up all campaigns in a third-party ad server for display.
- 1.10.10. Utilizing the existing social media accounts and Facebook page for the PSA campaign.
- 1.10.11. Directly uploading campaigns and creative in self-service platforms for paid social and agency trade desk where applicable, ongoing management of media in self-service platforms through the life of the campaign.
- 1.10.12. Creating, implementing and testing of pixel tracking against Key Performance Indicators via Google Tag Manager and testing all links and troubleshooting where necessary.
- 1.10.13. Answering questions related to traffic on all digital ads and providing instructions for uploading traditional assets to vendors.
- 1.10.14. Obtaining and providing proof of performance.
- 1.11. **Reporting:** The Contractor shall provide a mid-campaign, by February 15, 2022 and end of campaign report to the Department identifying key findings and areas for improvement where appropriate.
- 1.12. **Media Plan:** The Contract shall deliver the services in accordance with the Exhibit K, Media Plan.
- 1.13. If any conflict between the Exhibit B – Scope of Services, Amendment #3 and Statement of Work, Amendment #3, the Contractor and Department will first adhere to the Exhibit B – Scope of Services, Amendment #3.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #3**

and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

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

3.3. Credits and Copyright Ownership

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

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

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

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

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

4. Records

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

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

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #3**

or collected by the Contractor.

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

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New Hampshire Department of Health and Human Services
NH State COVID-19 Vaccine PSA Campaign
EXHIBIT C – Amendment #3

Payment Terms

1. This Agreement is funded by 100% Federal Funds, as awarded by the FEMA Public Assistance, CFDA 97.036, FAIN 4516DRNH00000001.
2. For the purposes of this Agreement the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
3. The Contractor shall email an invoice to beth.kelly@dhhs.nh.gov in a form satisfactory to the Department, by the fifteenth (15th) working day of the following month, which identifies costs incurred for the services provided during the prior month in accordance with the following:
 - 3.1. **Creative Services:** The Department will pay the Contractor up to a maximum amount of \$39,500 for creative service work included in Exhibit B, Scope of Services, Amendment #3.
 - 3.2. **Media Services:** The Department will pay the Contractor up to a maximum amount of \$20,000 for media service work included in Exhibit B, Scope of Services, Amendment #3.
 - 3.3. **Production Services:** The Department will pay the Contractor up to a maximum amount of \$210,000 for production services work included in Exhibit B, Scope of Services, Amendment #3.
 - 3.4. **Media Purchases:** The Department will pay up to a maximum amount of \$631,000 for media purchases in accordance with Exhibit K, NH State COVID-19 Vaccine PSA Campaign Amendment #3.
4. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice.
5. Upon request, the Contractor shall providing documentation to support all costs invoiced, which may included receipts for purchases, payroll records, and other proof of expenditures, as applicable.
6. The Contractor must provide the required services in this agreement, in compliance with funding requirements.
7. 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 this agreement.

NH State COVID-19 Vaccine: Phase 3
 Exhibit K, NH State COVID-19 Vaccine PSA Campaign Amendment #3

Media Channel	January					February					March				Total
Monday Calendar Dates	27	3	10	17	24	31	7	14	21	28	7	14	21	Spots/Impressions/Circulation	
Print															
Union Leader														54,802	
Concord Tribune														0	
South Tribune														62,786	
Portsmouth Herald														6,638	
Seacoast Sunday														13,823	
TOTAL PRINT CIRCULATION														138,029	
RADIO															
WEVY														180	
WEYY														90	
WELJ														90	
WEFZ														117	
WFTN														72	
WHDD														90	
WHDM														113	
WHNO														180	
WKNE														156	
WXRV														43	
WLNH														72	
WNEW														132	
WPKQ														108	
WPKO														97	
WSEN														97	
WYML														180	
WMAV														180	
WXKK														126	
TOTAL RADIO IMPRESSIONS														2,123	
TV															
Comcast Cable														12,100	
WMAJ														343	
TOTAL TV IMPRESSIONS														12,443	
DISPLAY															
Teles														1,828,888	
Undertone														858,804	
TOTAL DISPLAY IMPRESSIONS														2,687,692	
CTV															
Tranz														2,143,163	
TOTAL CTV IMPRESSIONS														2,143,163	
OOH															
Outdoor - New Hampshire														4,758,888	
ATA Outdoor														0	
Carvertise														4,084,080	
NH Liquor Stores														1,600,000	
TOTAL OOH IMPRESSIONS														10,342,768	
SOCIAL															
Facebook/Instagram														6,750,000	
TOTAL PAID SOCIAL IMPRESSIONS														6,750,000	
CAMPAIGN TOTAL														24,138,817	

All costs and placements are estimated and subject to change, availability and/or negotiation prior to official space reservation.
 Any signed media contract that secures a specific rate structure may be subject to a short rate if cancelled before commitment is completed.
 All budgets are fluid among channels/placements.

Channel	\$	%
Print	\$52,856.85	8%
TV	\$186,282.50	26%
CTV	\$90,000.00	8%
Radio	\$73,877.90	12%
OOH	\$127,438.75	20%
Display	\$90,000.00	14%
Social	\$70,000.00	11%
Ad Servicing	\$74.31	0.1%
TOTAL	\$630,699.11	82%

\$831,000.00
 \$10

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12/14/2021



NEW HAMPSHIRE DEPARTMENT OF HEALTH AND
HUMAN SERVICES

COVID-19 VACCINE PSA CAMPAIGN — PHASE THREE

Scope of Work
December 13, 2021



STATE OF NEW HAMPSHIRE
COVID-19 VACCINE PSA CAMPAIGN — PHASE THREE | Scope of Work
December 13, 2021

SCOPE OF WORK OVERVIEW

The purpose of this Scope of Work ("SOW") is to provide an overview of the services to be performed by GYK Antler ("Agency") for the New Hampshire Department of Health and Human Services ("Client").

GYK Antler will take the creative and strategic lead across all aspects for the campaign work outlined in this document.

The following program details and agreement outline the scope and budget of the agreement.

PROGRAM DETAILS

CREATIVE SERVICES

The creative services will include account management, project management, creative strategy and the development of up to three creative concepts for consideration. Each concept will include up to two tactical executions for demonstration purposes for Client presentation. This includes two rounds of revisions. Once a direction is selected, the development and execution of tactics will be based on the approved media plan.

Campaign tactics may include the following:

- :30 TV spots (QTY. three)
- :15 cutdowns (QTY. six)
- :30 radio spots (QTY. three; used for NH Liquor Commission state liquor stores as well)
- :30 script for radio stations (QTY. two)
- Newspaper ads (QTY. six ads, up to eight resizes each)
- OOH
 - Standard billboards (six creative versions, up to 10 resizes total)
 - Public bus wrap (QTY. three)
 - Rideshare vehicle wrap (QTY. three, up to three resizes)
- In-store digital screen display (three creative versions, up to three resizes total)
- CTV QR code overlay (QTY. two)
- Social
 - Static dark posts (Facebook/Instagram) (QTY. seven)
 - Video dark posts (Facebook/Instagram) (QTY. nine)
 - Instagram Stories
 - :15 vertical format videos (QTY. six)
 - Static (QTY. five)

Assumptions:

- Costs include up to 10 billboard resizes based on approved media plan
- :30 spots will be horizontal orientation only; :15 cutdowns will include vertical and horizontal orientation
- Cutdowns will include one for each TV spot; and six cutdowns from footage captured during shoot
- Bus wrap creative will be designed for the full bus and rear
- Cost includes up to two rounds of Client review and revisions

Deliverables:

- Final files for placement of each tactic



PRODUCTION SERVICES

Includes coordination, production and post-production of the items listed in "Deliverables" for the New Hampshire Department of Health and Human Services COVID-19 Vaccine PSA Campaign Phase Three concept per usage terms outlined below. This includes all manner of video and photo related pre-production, production and post-production efforts under the following parameters and production fee. The assumed deliverables for this will include:

Deliverables:

- :30 TV spots (QTY. three)
 - Horizontal orientation
- :15 cutdowns (QTY. six)
 - Vertical and horizontal orientation
- All above assets will be delivered as .mp4, 23.98fps at 1920x1080 HD; 16:9 and 9:16 (unless where noted differently)
- :30 radio spots (QTY. three; used for NH Liquor Commission state liquor stores as well)
- Up to 12 retouched still images

Production Considerations:

- GYK Antler pre-production, production and post-production efforts will follow standard procedures and staffing
- This estimate accounts for one day of production per concept for a total of three production days at one studio location within New Hampshire
- A day of production is based on 10 hours; any hour past 10 could be considered overtime and will be billed incrementally
- All still photography will be captured on set of video production using existing scenery
- Image retouch includes cleanup and color treatment; any extensive retouching/compositing will be considered incremental
- Estimate assumes the use of video wall backdrop for different static color backgrounds; no props or set dressings are included
- Wardrobe to be provided by talent
- Approved concepts assume client to provide talent, if using real people. If using casted talent, GYK will source the talent. All associated fees for sourced talent will be covered within the contracted campaign budget.
- New Hampshire Department of Health and Human Services will be responsible for all casting/talent coordination and usage costs

Post-Production Considerations:

- Following production, this scope is inclusive of up to two rounds of edit reviews
- Estimate includes static onscreen graphics treatment but does not include animation
- If any additional requirements are needed beyond this detailed production plan, GYK Antler will provide a scope Addendum; GYK Antler will revisit the production scope for accuracy once the creative concept is locked in for each deliverable prior to production

Usage:

- Music is to be licensed for a minimum of one year from the original airdate for placement on paid broadcast, paid digital media and unpaid digital media on Client's website(s) and social page(s)
- Additional licensing terms may be requested following the execution of this SOW at an additionally negotiated rate once the media plan is defined and will be considered incremental

MEDIA SERVICES

GYK Antler will manage, buy and optimize all paid media for the New Hampshire Department of Health and Human Services COVID-19 Vaccine PSA Campaign Phase Three. This includes both traditional media (OOH, radio, print and TV) and all digital media (social, CTV, display/programmatic).



Media Purchase, Campaign, Setup and Trafficking

GYK Antler will purchase, setup and traffic media across all channels; detailed efforts will include:

- Final RFPs to vendors
- Confirm placements and availability
- Final negotiation of rates, added value and out clauses
- Place insertion orders with media partners
- Develop comprehensive flowchart with costs, impressions and flighting by media channel
- Deliver media buy details and media authorization form to the New Hampshire Department of Health and Human Services for review/approval
- Finalize comprehensive specifications document by media channel and tactic
- Consider creative rotation; collaborate with account and creative teams
- Setup all campaigns in a third-party ad server for display
- Utilize the existing social media account and Facebook page for the PSA campaign
- Direct upload of campaigns and creative in self-service platforms for paid social and agency trade desk where applicable; ongoing management of media in self-service platforms throughout the life of the campaign
- Creation, implementation and testing of pixel tracking against KPIs via Google Tag Manager
 - Test all links and troubleshoot where necessary, working with outside vendors when necessary
- QA and traffic all digital ads
 - Provide instructions for uploading traditional assets to vendors
- Obtain and provide proof of performance
- Billing reconciliation

Reporting and Analysis

GYK Antler will leverage a reporting and analytics platform to track, measure, optimize and report on all campaign activity as follows:

- End of campaign report to be delivered at the close of the campaign highlighting key findings and implications
- Course-correct and optimize, as needed
- Obtain makegoods as necessary
- Reflect optimization budget shifts within campaign flowcharts

GYK Antler will be liable for payment to media vendors on behalf of Client only to the extent proceeds have cleared from Client to GYK Antler for such purpose. For sums owed but not cleared to GYK Antler, Client agrees only Client shall be liable to such vendor.

Assumptions:

- GYK Antler assumes budget parameters and ranges will be provided by Client prior to planning
- GYK Antler has waived charging the media commissions associated with this media buy; estimated value of the media commissions is \$94,650

Deliverables:

- Media purchased
- Billing and facilitation of budget and reconciliation
- Campaign reports as determined by Agency and Client



BUDGET AND PAYMENT TERMS

The term will be from January 1, 2022, through March 31, 2022.

Project Phase	Total Phase Duration	Fees
Creative Services	January 1, 2022, through March 31, 2022	\$39,500
Media Services	January 1, 2022, through March 31, 2022	\$20,000
Media Purchase		\$631,000
Production Agency Services vs. Production External Services and Fees (Out-of-Pocket Expenses)	January 1, 2022, through March 31, 2022	\$210,000
TOTAL		\$900,500

GYK Antler will invoice Client as follows:

- Agency will email an invoice to beth.kelly@dhhs.nh.gov in a form satisfactory to Client by the first working day of the following month, which identifies costs incurred for the services provided during the prior month in accordance with the following:
 - Creative Services: Agency will invoice a maximum of \$39,500 for creative services work
 - Media Services: Agency will invoice up to a maximum of \$20,000 for media services work
 - Media Purchases: Agency will invoice up to a maximum of \$631,000 for media purchases
 - Production Services and Expenses: Agency will invoice up to a maximum of \$210,000 for production services and expenses
- Payment to Agency is due within 30 days of receipt of each invoice, after approval of the submitted invoice
- Upon request, Agency shall provide documentation to support all costs invoiced, which may include receipts for purchases, payroll records and other proof of expenditures, as applicable

ASSUMPTIONS AND AGREEMENTS

ASSUMPTIONS

Anything not expressly outlined in this SOW is excluded and will be estimated separately as an incremental cost.

CLIENT ACCEPTANCE

All deliverables include two rounds of Client review and two rounds of Agency revision if not otherwise noted above. If additional or excessive rounds are requested or substantial additional days are required, they will be considered incremental and estimated as separate to this SOW.

CHANGE CONTROL

Throughout any engagement, changes may be required to address unanticipated incidents and/or new information that arises during the engagement. This change control process is meant to put in place a process to ensure changes are tracked and approved appropriately throughout the project. In cases where changes are identified, a Change Request or Addendum to this Scope of Work will be processed as follows:

- Agency will document the relevant information, including change description, rationale (e.g., potential benefit), impact assessment, effort and associated cost (if applicable) to implement the change
- This Change Request or Addendum will be provided to Client and reviewed for final approval before any work will begin



NEW REQUESTS

Requests for services excluded above or services not explicitly included in this document can be added at any time. These requests should be made to the account director, who will traffic the request for scoping and estimating. A production estimate will be provided to Client and reviewed for final approval before any work will begin. All estimates will assume standard delivery timelines. Should faster delivery be required, Agency will do its best to accommodate that request. In some instances, additional rush fees may apply and will be called out, specifically on the estimate.

EXCLUSIONS

This Scope of Work does not include the following:

Stock Photography

This Scope of Work does not include stock photography costs. Should stock imagery be needed for any print or digital assets, costs will be estimated separately from this Scope of Work and billed to actuals.

Travel

This Scope of Work does not include travel costs for GYK Antler. Travel costs will be estimated separately from this Scope of Work and billed to actuals.

VIDEO PRODUCTION CONTINGENCY AND WEATHER DAYS

- A. A contingency day is any day where a scheduled media/film shooting has been prevented from occurring due to circumstances beyond the control of Agency
- B. These circumstances may include but should not be limited to:
 - (1) Weather conditions (rain, fog, sleet, hail or any adverse condition that is not consistent with the prescribed shooting conditions desired by Client)
 - (2) Injury, illness or absence of Client-supplied elements (e.g., key talent, color correct products)
 - (3) "Force majeure" (meaning but not limited to earthquake, riot, fire, flood, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism and acts of God)
- C. Agency recognizes its obligation to minimize contingency day liabilities and will apply accepted industry cancellation practices
- D. Agency will quote the maximum exposure figure (a "not to exceed" figure) as a contingency day cost — this will be a cost per day figure; however, this figure does not include the cost of premiums for crew or suppliers (e.g., should the contingency day fall on weekends, holidays or premium days based on consecutive employment)

Cancellation and Postponement

A cancellation or postponement is defined as a rescheduling of the production to a later date caused or directed by Client or a total cancellation of the project. If Agency blocks out a specific period of time with the agreement that it represents a firm commitment from Client, then Agency makes no further efforts to sell the time. If the job is canceled or postponed within the guideline time frame, it is unlikely this time can be rebooked.

Cancellation and Postponement:

- A. If notice of cancellation/postponement is given to Agency ONE TO TWO WORKING DAYS prior to the commencement of the shoot, Client will be liable to Agency for:
 - (1) All out-of-pocket costs; (2) 100% of total fees
- B. If notice of cancellation/postponement is given THREE TO FIVE WORKING DAYS prior to the commencement of the shoot, Client will be liable to Agency for:
 - (1) All out-of-pocket costs; (2) 50% of total fees
- C. If notice of cancellation/postponement is given MORE THAN FIVE WORKING DAYS prior to the commencement of the shoot, Client will be liable to Agency for:
 - (1) All out-of-pocket costs; (2) 25% of total fees

Statement of Work, Amendment #3



GYK ANTLER, LLC

Francis Ferrara
By: _____
Name: Francis Ferrara
71120CEA7080481
Title: Chief Financial Officer
Date: 12/14/2021

NH Department of Health and Human Services

Lori A. Weaver
By: _____
Name: Lori A. Weaver
4CAA92984125473...
Title: Deputy Commissioner
Date: 12/15/2021

State of New Hampshire

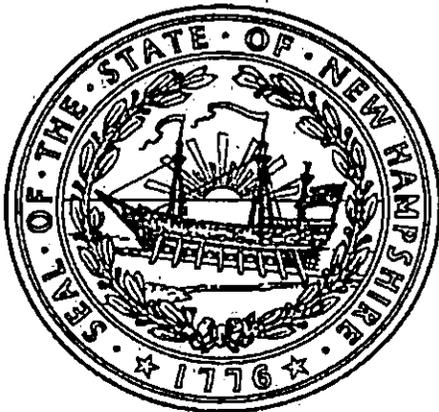
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GYK ANTLER, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 14, 1975. 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: 16558

Certificate Number: 0005313098.



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of March A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

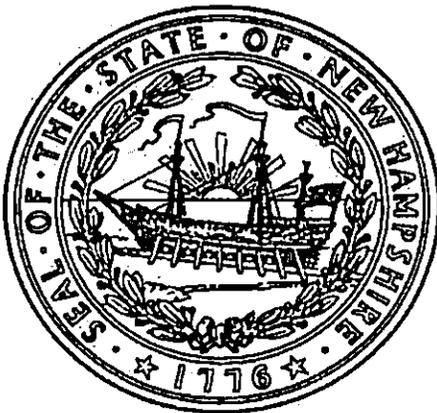
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GYK ANTLER is a New Hampshire Trade Name registered to transact business in New Hampshire on May 08, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 708614

Certificate Number: 0005414583



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 28th day of July A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

I, Travis C York, 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 Gyk Antler, LLC
(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 December 13, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

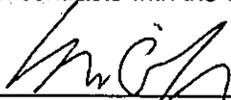
VOTED: That Francis M. Ferrara, Jr. (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Gyk Antler LLC 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: December 13, 2021



Signature of Elected Officer
Name: Travis C. York
Title: CEO

Additional Named Insureds

Other Named Insureds

Griffin, York & Kraus LLC	Limited Liability Company, Legal
GYK Acquisitions, LLC	Limited Liability Company, Insured Multiple Names
GYK Antler, LLC dba Big Brick Productions	Doing Business As
GYK Holdings, LLC dba York Creative Collective	Doing Business As
GYK Holdings, LLC.	Limited Liability Company, Insured Multiple Names

AUG04'21 PM 2:46 RCVD

13 MAC



Lori A. Shilbette
Commissioner

Lori A. Weaver
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 29, 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, Office of the Commissioner, to amend an existing contract with GYK Antler, LLC/DBA GYK ANTLER (VC# TBD), Manchester, NH, for additional production services to enhance a public service campaign to inform New Hampshire State citizens about the safety and efficacy of the COVID-19 vaccine, by increasing the price limitation by \$844,142 from \$434,490 to \$1,278,632 and by extending the completion date from August 31, 2021, to December 31, 2021, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by the Governor on April 2, 2021, and presented to the Executive Council on May 19, 2021 as Informational Item #D and most recently amended with Governor approval on April 28, 2021, and presented to the Executive Council on May 19, 2021, as Informational Item #E.

Funds are available in the following account for State Fiscal Year 2022, 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.

05-95-096-950010-1919 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, HHS: OFFICE OF THE COMMISSIONER, COMMISSIONERS OFFICE, COVID19 FEMA DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	103-502664	Contracts for Oper Svc	95010690	\$434,490	\$0	\$434,490
2022	103-502664	Contracts for Oper Svc	95010890	\$0	\$844,142	\$844,142
			Total	\$434,490	\$844,142	\$1,278,632

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

EXPLANATION

The purpose of this request is to add additional production content to enhance the comprehensive multimodal COVID-19 public service announcement (PSA) campaign. The purpose of the PSA campaign is to inform New Hampshire residents about the safety and wide availability of the COVID-19 vaccine. Given the recent rise in COVID-19 cases in New Hampshire and nationally, due in part to the increasing presence of the Delta variant, COVID-19 remains a serious threat to the health of our residents and communities.

The public information campaign will recognize that people are more likely to receive the vaccine if advised by their doctor or someone they know or relate to. Therefore, the new PSA campaign will feature real stories from people across the State and doctors practicing in New Hampshire. The Contractor will ensure the PSA campaign directs messaging statewide to reach all age groups in New Hampshire eligible to receive the COVID-19 vaccine. Specific focus will be given to both areas of the state with low vaccination rates and population groups who are reluctant to get vaccinated. Further, the campaign's new products will focus on appealing to New Hampshire residents 40 years of age and under, census tracts in New Hampshire that have traditionally been underserved in the healthcare sector, and racial and ethnic minorities who are disproportionately affected by COVID-19, and other groups less likely to have already been vaccinated for COVID-19.

The Contractor will continue to develop effective messaging, slogans, and marketing imagery to support the PSA campaign, which will be disseminated through a variety of media that include radio, network television, billboards, areal banners, Instagram, Snapchat, Facebook, and Tik Tok.

As referenced in Exhibit A of the original contract, the parties have the option to extend the agreement for up to six (6) additional months, contingent upon satisfactory delivery of services, available funding, agreement of the parties and appropriate State approval. The Department is exercising its option to renew services for four (4) of the six (6) months available.

Should the Governor and Council not authorize this request, the Department will be unable to message the importance of the COVID-19 vaccine via direct messaging statewide to reach all age groups in New Hampshire eligible to receive the COVID-19 vaccine. In addition, the State risks not achieving the necessary vaccine uptake to curb the pandemic in New Hampshire.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #97.036; FAIN #4516DRNH00000001

Respectfully submitted,



Lori A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the NH State Vaccine PSA Campaign contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and GYK Antler, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on April 2, 2021, and presented to the Executive Council on May 19, 2021 (Item D), as amended with Governor approval on April 28, 2021, and presented to the Executive Council on May 19, 2021 (Item E), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit A Revisions to Standard Agreement Provisions, Paragraph 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2021
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,278,632
3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms by replacing in its entirety with Exhibit C, Payment Terms Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit K, NH State COVID-19 Vaccine PSA Campaign by replacing in its entirety with Exhibit K, NH State COVID-19 Vaccine PSA Campaign Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Statement of Work, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #2 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

8/2/2021

Date

DocuSigned by:
Lori A. Weaver
4C4AB2994125473...
Name: Lori A. Weaver
Title: Deputy Commissioner

GYK Antler, LLC

7/30/2021

Date

DocuSigned by:
Francis Ferrara
71128CEA7880481...
Name: Francis Ferrara
Title: Chief Financial Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/3/2021

Date

DocuSigned by:
Takhmina Rakhmatova
FDF521C825C3MAC...

Name: Takhmina Rakhmatova

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #2**

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall develop and deliver a comprehensive multimodal public service announcement (PSA) campaign to encourage New Hampshire State citizens to obtain the COVID-19 vaccine.
- 1.2. The Contractor shall ensure the PSA directs messaging statewide to reach all age groups in New Hampshire eligible to receive the COVID-19 vaccine. Specific focus shall be given to New Hampshire residents 40 years of age and under and other groups that polling data suggests are less likely to be vaccinated for COVID-19.
- 1.3. The Contractor shall develop effective messaging, slogans, and marketing imagery, to support the PSA campaign, which shall be disseminated, at minimum through the following mediums:
 - 1.3.1. Radio.
 - 1.3.2. Television.
 - 1.3.3. Display.
 - 1.3.4. CTV.
 - 1.3.5. Bill boards.
 - 1.3.6. Social Media.
- 1.4. **Creative Services:** The Contractor shall provide account management, project management, creative strategy, and development of up to three (3) different creative directions for consideration. Each concept shall include up to two (2) tactical executions for demonstrations purposes for the Department with two (2) rounds of revisions.
- 1.5. The Department will approve the final media plan and the Contractor shall develop, in consultation with the Department, the following:
 - 1.5.1. Two (2) :30 TV Spots.
 - 1.5.2. Eight (8) :15 Video Cutdowns of the TV Spots.
 - 1.5.3. Six (6) :30 long-form testimonial videos.
 - 1.5.4. Two (2) :30 Radio Spots (which shall include NH Liquor Commission State liquor stores).
 - 1.5.5. One (1) :30 script for radio stations.
 - 1.5.6. Four (4) Standard Billboard (up to 7 resizes)
 - 1.5.7. Four (4) Bus shelter posters.
 - 1.5.8. Three (3) Public bus wraps.

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #2**

- 1.5.9. One (2) Rideshare vehicle wrap (up to 2 resizes)
- 1.5.10. Fifteen (15) Animated display banners.
- 1.5.11. Three (3) In-store digital screen displays (3 creative versions, up to 3 resizes total).
- 1.5.12. One (1) QR code overlay.
- 1.5.13. One (1) Static Display Banner.
- 1.5.14. Social Media
 - 1.5.14.1. Seven (7) Static Dark Posts (Facebook/Instagram)
 - 1.5.14.2. Eight (8) Instagram Story :15 Vertical Format Videos
 - 1.5.14.3. Four (4) Instagram Story Static.
- 1.6. The Contractor and Department (Parties) assume the following for Section 1.5, which include:
 - 1.6.1. Costs included for up to seven (7) billboard resizes based on the approved media plan.
 - 1.6.2. Display banners will be animated to include three (3) sets of creative across five standard sizes.
 - 1.6.3. :30 spots will be horizontal orientation only; :15 cutdowns will include vertical and horizontal orientation.
 - 1.6.4. Cutdowns will include one (1) video for each testimonial and one (1) for each TV spot.
 - 1.6.5. Bus wrap creative will be designed for the full bus and rear.
 - 1.6.6. Cost includes up to two (2) rounds of client review and revisions.
- 1.7. **Production Services:** The Contractor shall provide coordination, production, and post-production for the State of New Hampshire COVID-19 Vaccine PSA Campaign. This includes all manner of video related pre-production, production, and post-production efforts. Deliverables shall include:
 - 1.7.1. Two (2) :30 Radio Spots
 - 1.7.2. Two (2) :30 horizontal orientation TV Spots; one (1) 'For My People' and one (1) 'Who Knows Me Best'
 - 1.7.3. Six (6) :30 horizontal orientation long-form videos of talent of 'For My People'
 - 1.7.4. Eight (8) horizontal and vertical Cutdowns seven (7) 'For My People' and one (1) 'Who Knows Me Best'

OS
FF

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #2**

- 1.8. The Parties assume the following, which includes the following production considerations for the deliverables listed in 1.7:
- 1.8.1. Pre-production, production and postproduction efforts will follow standard procedures and staffing.
 - 1.8.2. This estimate accounts for one (1) day of production per concept for a total of two (2) production days at one (1) studio location within New Hampshire.
 - 1.8.3. One (1) day of production is based on 10 hours a day, any hour past 10 could be considered overtime and may be billed incrementally.
 - 1.8.4. All still photography will be captured on set of video production using existing scenery.
 - 1.8.5. Image retouch includes cleanup and color treatment, any extensive retouching/compositing will be considered incremental.
 - 1.8.6. Estimate assumes the use of video wall backdrop for different static color backgrounds, no props, or set dressing are included.
 - 1.8.7. Wardrobe to be provided by talent.
 - 1.8.8. Approved concepts assume 11 total talent; any additional talent may result in incremental costs due to the potential overtime or an additional shoot day.
 - 1.8.9. The Department will be responsible for all casting/talent coordination and usage cost.
 - 1.8.10. The deliverables are subject to two (2) rounds of edit reviews.
 - 1.8.11. Estimate includes static onscreen graphics treatment but does not include animation.
 - 1.8.12. Music shall be licensed for a minimum of one (1) year from the original airdate for placement on paid broadcast, paid digital media and unpaid digital media on the Department's website(s) and social page(s).
 - 1.8.13. Additional licensing terms may be requested following the execution of the Exhibit B Scope of work, at an additionally negotiated rate once the media plan is defined and will be considered incremental.
- 1.9. **Media Services:** The Contractor shall manage, buy, and optimize all paid media for the State of New Hampshire's COVID-19 Vaccine PSA Campaign.
- 1.10. The Contractor shall be responsible to purchase, setup, and traffic media across all channels, which includes, but is not limited to:
- 1.10.1. Competitively procuring contracts with subcontractors.
 - 1.10.2. Confirming placements and availability.

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #2**

- 1.10.3. Negotiating rates.
- 1.10.4. Placing insertion orders with media partners.
- 1.10.5. Developing comprehensive flowcharts with costs, impression, and lighting by media channel.
- 1.10.6. Delivering media buy details and media authorization form to the Department for review and approval.
- 1.10.7. Finalizing comprehensive specification documents by Media channel and tactic.
- 1.10.8. Considering creative rotation and collaborating with account and creative teams.
- 1.10.9. Setting up all campaigns in a third-party ad server for display.
- 1.10.10. Utilizing the existing social media accounts and Facebook page for the PSA campaign.
- 1.10.11. Directly uploading campaigns and creative in self-service platforms for paid social and agency trade desk where applicable, ongoing management of media in self-service platforms through the life of the campaign.
- 1.10.12. Creating, implementing and testing of pixel tracking against Key Performance Indicators via Google Tag Manager and testing all links and troubleshooting where necessary.
- 1.10.13. Answering questions related to traffic on all digital ads and providing instructions for uploading traditional assets to vendors.
- 1.10.14. Obtaining and providing proof of performance.
- 1.11. **Reporting:** The Contractor shall provide a mid-campaign, by October 15, 2021 and end of campaign report to the Department identifying key findings and areas for improvement where appropriate.
- 1.12. **Media Plan:** The Contract shall deliver the services in accordance with the Exhibit K, Media Plan.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #2**

compliance therewith.

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

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

3.3. Credits and Copyright Ownership

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

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

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

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

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

4. Records

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

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

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign
EXHIBIT B – Amendment #2**

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

**New Hampshire Department of Health and Human Services
NH State COVID-19 Vaccine PSA Campaign
EXHIBIT C – Amendment #2**

Payment Terms

1. This Agreement is funded by 100% Other Funds, as awarded by the FEMA Public Assistance, CFDA 97.036, FAIN 4516DRNHP00000001.
2. For the purposes of this Agreement the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
3. The Contractor shall email an invoice to beth.kelly@dhhs.nh.gov, in a form satisfactory to the Department, by the fifteenth (15th) working day of the following month, which identifies costs incurred for the services provided during the prior month in accordance with the following:
 - 3.1. **Creative Services:** The Department will pay the Contractor up to a maximum amount of \$45,000 for creative service work included in Exhibit B, Scope of Services, Amendment #2.
 - 3.2. **Media Services:** The Department will pay the Contractor up to a maximum amount of \$8,300 for media service work included in Exhibit B, Scope of Services, Amendment #2.
 - 3.3. **Production Services:** The Department will pay the Contractor up to a maximum amount of \$165,842 for production services work included in Exhibit B, Scope of Services, Amendment #2.
 - 3.4. **Media Purchases:** The Department will pay up to a maximum amount of \$625,000 for media purchases in accordance with Exhibit K, NH State COVID-19 Vaccine PSA Campaign Amendment #2.
4. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice.
5. Upon request, the Contractor shall providing documentation to support all costs invoiced, which may included receipts for purchases, payroll records, and other proof of expenditures, as applicable.
6. The Contractor must provide the required services in this agreement, in compliance with funding requirements.
7. 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 this agreement.

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Exhibit K, NH State COVID-19 Vaccine PSA Campaign Amendment #2

NH State COVID Vaccine Phase 2 PSA

Network TV	Daypart	SEC	Programming	Spot Length	September							October							Total Spots	Total NET Cost	CREATIVE REFERENCE
					30	1	2	3	4	5	6	7	8	9	10	11	12	13			
Contract																					
Local TV	ROB		Weather Channel, A&E, History, C2, WH1, Food Network, Discovery, TLC, ESPN, News Channel	:30														12,100	99,820.00		
Sports	Prime	NH	Red Sox	:30														10			
			NHL	:30														4			
Streaming TV & Video-on-Demand	ROB		Linear On Demand/Streaming/OTT/CTV	:30														981,697			
Contact: Cathy Smith-Lewis, csmith@comcast.com					10/27/21	11/2/21	11/9/21	11/16/21	11/23/21	11/30/21	12/7/21	12/14/21	12/21/21	12/28/21	1/4/22	1/11/22	1/18/22	975/37	12,125.00		
TOTAL CABLE TV					56,337.00	0	131,415.00	0	525,148.57	1	515,144.57	0	572,211.00	0	649,820.00						

FF

Contract Date: 7/30/2021

Date

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NI State COVID Vaccine Plans / PBA
 Exhibit K, NI State COVID-19 Vaccine PBA Campaign Amendment #2

Partner / Placement Details	Targeting	Geography	SPO Type	CPM / CPE	September					October					November					December					Total P of Impressions/Engagements	Total NET Cost	CREATIVE
					28	29	30	1	2	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5			

Partner / Placement Details	Targeting	Geography	SPO Type	CPM / CPE	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total P of Impressions/Engagements	Total NET Cost	CREATIVE
NI or NIH Video Targeting CTV Content with Custom Targeting and Geo-targeting to NIH	CTV - Primary (The Vaccine Ambassador - Bio CTV - Secondary (The Vaccine Ambassador - Bio)	NIH	1230-730	124.28																																		2,648,018	158,823.88	
NIH or NIH Video Targeting CTV Content with Custom Targeting and Geo-targeting to NIH/Added Video	CTV - Primary (The Vaccine Ambassador - Bio CTV - Secondary (The Vaccine Ambassador - Bio)	NIH	1380-730	88.88																																		482,841	88.88	
					14,871.45					117,487.54					114,284.71					114,284.71					3,130,859	247,712.67														

CPM / CPE	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Total P of Impressions/Engagements	Total NET Cost			
CPM / CPE	124.28																																					
CPM / CPE	88.88																																					

FF
 Contract # 7/18/2021
 Date

Exhibit K, NH State COVID-19 Vaccine PSA Campaign Amendment #2

NH State Covid Vaccine Phase 2 PSA

Region
Boscawen - Adult Contemporary

Station	Daypart	Length	Net Cost	September				October				November				December				# of Spots	NET Total Cost
				1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
WVTV																					
6a-9a	30	120	\$34.00																	60	\$1,670.00
9a-12p	30	120	\$23.75																	60	\$1,530.25
3p-7p	30	120	\$34.00																	60	\$1,670.00
Measured Head Road Fee	Fee	Fee	120.00																	1	120.00
Day And Fee Road Road	30 - 10a	30	120.00																	1	120.00
TOTALS				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	121	\$1,670.25
Thomas.Rothman@newhampshire.com				\$636.75				\$1,676.25				\$2,000.00				\$1,676.25				121	\$7,200.25

Region
Concord/Lake Region - Sports

Station	Daypart	Length	Net Cost	September				October				November				December				# of Spots	NET Total Cost
				1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
WVTV																					
6a-9a	30	120	110.00																	60	\$1,140.00
9a-12p	30	120	110.00																	60	1000.00
3p-7p	30	120	110.00																	60	\$1,140.00
TOTALS				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	180	\$3,280.00
Archie.Rothman@newhampshire.com				\$330.00				\$0.00				\$1,250.00				\$0.00				180	\$3,280.00

Region
Concord/Lake Region - News Talk/Sports

Station	Daypart	Length	Net Cost	September				October				November				December				# of Spots	NET Total Cost
				1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
WVTV																					
6a-9a	30	120	110.00																	60	\$600.00
9a-12p	30	120	110.00																	60	\$600.00
3p-7p	30	120	110.00																	60	\$600.00
Measured Head Road Fee	Fee	Fee	120.00																	0	\$0.00
TOTALS				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	180	\$1,800.00
Thomas.Rothman@newhampshire.com				\$160.00				\$0.00				\$1,250.00				\$0.00				180	\$1,800.00

Region
Boscawen - Top 40/CHR

Station	Daypart	Length	Net Cost	September				October				November				December				# of Spots	NET Total Cost
				1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
WVTV																					
6a-9a	30	120	121.00																	60	\$1,670.00
9a-12p	30	120	123.00																	60	\$1,665.00
3p-7p	30	120	123.75																	60	\$1,630.25
6p-7p	30	120	111.00																	60	\$1,675.25
TOTALS				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	240	\$6,640.50
Archie.Rothman@newhampshire.com				\$541.00				\$1,632.00				\$2,176.00				\$1,632.00				240	\$6,640.50

Region
Concord/Lake Region - Other

Station	Daypart	Length	Net Cost	September				October				November				December				# of Spots	NET Total Cost
				1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
WVTV																					
6a-9a	30	120	170.00																	60	\$600.00
9a-12p	30	120	170.00																	60	\$600.00
TOTALS				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	120	\$1,200.00
Archie.Rothman@newhampshire.com				\$0.00				\$0.00				\$1,200.00				\$0.00				120	\$1,200.00

FF

Contractor Initials
Date 7/30/2021

Exhibit K, NH State COVID-19 Vaccine P&A Campaign Amendment #2

W/F	0	0	0	12	0	12	12	12	0	12	12	12	11	12	0	13	12		66	3600.00
TOTALS																				
Net Fabric						6720.00				1000.00						3720.00			132	52,640.00

Sullivan County - Chuck Ross

W/F	0	0	0	12	0	12	12	12	0	12	12	12	11	12	0	13	12		66	3600.00
TOTALS																				
Net Fabric						6720.00				1000.00						3720.00			132	52,640.00

South County - Adam Comptrey

W/F	0	0	0	12	0	12	12	12	0	12	12	12	11	12	0	13	12		66	3600.00
TOTALS																				
Net Fabric						6720.00				1000.00						3720.00			132	52,640.00

Kennebec - New County

W/F	0	0	0	12	0	12	12	12	0	12	12	12	11	12	0	13	12		66	3600.00
TOTALS																				
Net Fabric						6720.00				1000.00						3720.00			132	52,640.00

Kennebec - Hill AC

W/F	0	0	0	12	0	12	12	12	0	12	12	12	11	12	0	13	12		66	3600.00
TOTALS																				
Net Fabric						6720.00				1000.00						3720.00			132	52,640.00

Covington - Adult Album Alternatives (AAA)

W/F	0	0	0	12	0	12	12	12	0	12	12	12	11	12	0	13	12		66	3600.00
TOTALS																				
Net Fabric						6720.00				1000.00						3720.00			132	52,640.00

FF

Contractor Initials _____
Date 7/30/2021

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30 Days from Release Point 1 PM

Material	As Shipped	Quantity	Assemblies	Notes	Material	Quantity	Assemblies													
Blank Sheet Paper	Full Size Paper	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000
Blank Sheet Paper	Blank Paper	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000	10000

FF
 Computer Used:
 Date: 7/30/2021



NEW HAMPSHIRE DEPARTMENT OF HEALTH AND
HUMAN SERVICES

COVID-19 VACCINE PSA CAMPAIGN — PHASE 2

Scope of Work

July 20, 2021

GYKANTLER

gykantler.com | 603 625 5713

175 Canal Street Manchester, NH 03101

93 Summer Street, Boston, MA 02111



STATE OF NEW HAMPSHIRE
COVID-19 VACCINE PSA CAMPAIGN — PHASE 2 | Scope of Work
July 20, 2021

SCOPE OF WORK OVERVIEW

The purpose of this Scope of Work ("SOW") is to provide an overview of the services to be performed by GYK Antler ("Agency") for the New Hampshire Department of Health and Human Services ("Client").

GYK Antler will take the creative and strategic lead across all aspects for the campaign work outlined in this document.

The following program overview and agreement outlines the scope and budget of the agreement.

PROGRAM DETAILS

CREATIVE SERVICES

The creative services will include account management, project management, creative strategy and the development of up to three creative concepts for consideration. Each concept will include up to two tactical executions for demonstration purposes for Client presentation. This includes two rounds of revisions. Once a direction is selected, the development and execution of tactics will be based on the approved media plan.

Campaign tactics may include the following:

- :30 TV spots (QTY. two)
- :15 cutdowns (QTY. eight)
- :30 long-form testimonial videos (QTY. six)
- :30 radio spots (QTY. two; used for NH Liquor Commission state liquor stores as well)
- :30 script for radio stations (QTY. one)
- 4x9 flyer, two-sided (QTY. one)
- OOH
 - Standard billboards (four creative versions, up to seven resizes total)
 - Bus shelter posters (QTY. four)
 - Public bus wrap (QTY. three)
 - Rideshare vehicle wrap (QTY. one, up to two resizes)
- Animated display banners (QTY. 15)
- In-store digital screen display (three creative versions, up to three resizes total)
- CTV QR code overlay (QTY. one)
- Social
 - Static dark posts (Facebook/Instagram) (QTY. seven)
 - Instagram Stories
 - :15 vertical format videos (QTY. eight)
 - Static (QTY. four)

Assumptions:

- Costs include up to seven billboard resizes based on approved media plan
- Display banners will be animated to include three sets of creative across five standard sizes
- :30 spots will be horizontal orientation only; :15 cutdowns will include vertical and horizontal orientation
- Cutdowns will include one video for each testimonial and one for each TV spot
- Bus wrap creative will be designed for the full bus and rear
- Cost includes up to two rounds of Client review and revisions

Deliverables:

- Final files for placement of each tactic

Statement of Work, Amendment #2



PRODUCTION SERVICES

Includes coordination, production and post-production of the items listed in "Deliverables" for the New Hampshire Department of Health and Human Services COVID-19 Vaccine PSA Campaign Phase 2 concept per usage terms outlined below. This includes all manner of video and photo related pre-production, production and post-production efforts under the following parameters and production fee. The assumed deliverables for this will include:

Deliverables:

- :30 radio spots (QTY. two)
- :30 TV spots (QTY. two)
 - 1x "For My People"
 - 1x "Who Knows Me Best"
 - Horizontal orientation
- :30 long-form videos of talent (QTY. six)
 - 6x "For My People"
 - Horizontal orientation
- :15 cutdowns (QTY. eight)
 - 7x "For My People"
 - 1x "Who Knows Me Best"
 - Vertical and horizontal orientations
- All above assets will be delivered as .mp4, 23.98fps at 1920x1080 HD, 16:9 and 9:16 (unless where noted differently)
- Up to 12 retouched still images

Production Considerations:

- GYK Antler pre-production, production and post-production efforts will follow standard procedures and staffing
- This estimate accounts for one day of production per concept for a total of two production days at one studio location within New Hampshire
- A day of production is based on 10 hours; any hour past 10 could be considered overtime and will be billed incrementally
- All still photography will be captured on set of video production using existing scenery
- Image retouch includes cleanup and color treatment; any extensive retouching/compositing will be considered incremental
- Estimate assumes the use of video wall backdrop for different static color backgrounds; no props or set dressings are included
- Wardrobe to be provided by talent
- Approved concepts assume 11 total talent; any additional talent would result in incremental costs due to potential overtime or an additional shoot day
- New Hampshire Department of Health and Human Services will be responsible for all casting/talent coordination and usage costs

Post-Production Considerations:

- Following production, this scope is inclusive of up to two rounds of edit reviews
- Estimate includes static onscreen graphics treatment but does not include animation
- If any additional requirements are needed beyond this detailed production plan, GYK Antler will provide a scope Addendum; GYK Antler will revisit the production scope for accuracy once the creative concept is locked in for each deliverable prior to production

Usage:

- Music is to be licensed for a minimum of one year from the original airdate for placement on paid broadcast, paid digital media and unpaid digital media on Client's website(s) and social page(s)
- Additional licensing terms may be requested following the execution of this SOW at an additionally negotiated rate once the media plan is defined and will be considered incremental

Statement of Work, Amendment #2



MEDIA SERVICES

GYK Antler will manage, buy and optimize all paid media for the New Hampshire Department of Health and Human Services COVID-19 Vaccine PSA Campaign Phase 2. This includes both traditional media (OOH, radio and TV) and all digital media (social, display and programmatic).

Media Purchase, Campaign, Setup and Trafficking

GYK Antler will purchase, setup and traffic media across all channels. Detailed efforts will include:

- Final RFPs to vendors
- Confirm placements and availability
- Final negotiation of rates, added value and out clauses
- Place Insertion orders with media partners
- Develop comprehensive flowchart with costs, impressions and flighting by media channel
- Deliver media buy details and media authorization form to the New Hampshire Department of Health and Human Services for review/approval
- Finalize comprehensive specifications document by media channel and tactic
- Consider creative rotation; collaborate with account and creative teams
- Setup all campaigns in a third-party ad server for display
- Utilize the existing social media account and Facebook page for the PSA campaign
- Direct upload of campaigns and creative in self-service platforms for paid social and agency trade desk where applicable; ongoing management of media in self-service platforms throughout the life of the campaign
- Creation, implementation and testing of pixel tracking against KPIs via Google Tag Manager
 - Test all links and troubleshoot where necessary, working with outside vendors when necessary
- QA and traffic all digital ads
 - Provide instructions for uploading traditional assets to vendors
- Obtain and provide proof of performance
- Billing reconciliation

Reporting and Analysis

GYK Antler will leverage a reporting and analytics platform to track, measure, optimize and report on all campaign activity as follows:

- End of campaign report to be delivered at the close of the campaign highlighting key findings and implications
- Course-correct and optimize, as needed
- Obtain makegoods as necessary
- Reflect optimization budget shifts within campaign flowcharts

GYK Antler will be liable for payment to media vendors on behalf of Client only to the extent proceeds have cleared from Client to GYK Antler for such purpose. For sums owed but not cleared to GYK Antler, Client agrees only Client shall be liable to such vendor.

Medium	\$	%
TV	\$ 200,000	32%
Radio	\$ 125,000	20%
OOH	\$ 125,000	20%
Display	\$ 75,000	12%
Social	\$ 100,000	16%
TOTAL	\$ 625,000	100%

Statement of Work, Amendment #2



Assumptions:

- GYK Antler assumes budget parameters and ranges will be provided by Client prior to planning
- GYK Antler has waived charging the media commissions associated with this media buy; estimated value of the media commissions is \$93,750

Deliverables:

- Media purchased
- Billing and facilitation of budget and reconciliation
- Campaign reports as determined by Agency and Client

BUDGET AND PAYMENT TERMS

The term will be from August 2021 through December 31, 2021.

Project Phase	Total Phase Duration	Fees	
Creative Services	August through December 31, 2021	\$45,000	
Media Services	August through December 31, 2021	\$8,300	
Media Purchase		\$625,000	
Production Agency Services vs. Production External Services and Fees (out-of-pocket expenses)	August through December 31, 2021	COST BREAKDOWN	
		Out-of-Pocket Expenses	\$ 110,515
		Production Agency Services	\$ 55,327
TOTAL		\$844,142	

GYK Antler will invoice Client as follows:

- Agency will email an invoice to beth.kelly@dhs.nh.gov in a form satisfactory to Client by the first working day of the following month, which identifies costs incurred for the services provided during the prior month in accordance with the following:
 - o Creative Services: Agency will invoice a maximum of \$45,000 for creative services work
 - o Media Services: Agency will invoice up to a maximum of \$8,300 for media services work
 - o Media Purchases: Agency will invoice up to a maximum of \$625,000 for media purchases
 - o Production Services: Agency will invoice up to a maximum of \$55,327 for production services work
 - o Production Expenses: Agency will invoice up to a maximum of \$110,515 for production expenses
- Payment to Agency is due within 30 days of receipt of each invoice, after approval of the submitted invoice
- Upon request, Agency shall provide documentation to support all costs invoiced, which may include receipts for purchases, payroll records and other proof of expenditures, as applicable

ASSUMPTIONS AND AGREEMENTS

ASSUMPTIONS

Anything not expressly outlined in this SOW is excluded and will be estimated separately as an incremental cost.

CLIENT ACCEPTANCE

All deliverables include two rounds of Client review and two rounds of Agency revision if not otherwise noted

Statement of Work, Amendment #2



above. If additional or excessive rounds are requested or substantial additional days are required, they will be considered incremental and estimated as separate to this SOW.

CHANGE CONTROL

Throughout any engagement, changes may be required to address unanticipated incidents and/or new information that arises during the engagement. This change control process is meant to put in place a process to ensure changes are tracked and approved appropriately throughout the project. In cases where changes are identified, a Change Request or Addendum to this Scope of Work will be processed as follows:

- Agency will document the relevant information, including change description, rationale (e.g., potential benefit), impact assessment, effort and associated cost (if applicable) to implement the change
- This Change Request or Addendum will be provided to Client and reviewed for final approval before any work will begin

NEW REQUESTS

Requests for services excluded above or services not explicitly included in this document can be added at any time. These requests should be made to the account director, who will traffic the request for scoping and estimating. A production estimate will be provided to Client and reviewed for final approval before any work will begin. All estimates will assume standard delivery timelines. Should faster delivery be required, Agency will do its best to accommodate that request. In some instances, additional rush fees may apply and will be called out, specifically on the estimate.

EXCLUSIONS

This Scope of Work does not include the following:

Stock Photography

This Scope of Work does not include stock photography costs. Should stock imagery be needed for any print or digital assets, costs will be estimated separately from this Scope of Work and billed to actuals.

Travel

This Scope of Work does not include travel costs for GYK Antler. Travel costs will be estimated separately from this Scope of Work and billed to actuals.

VIDEO PRODUCTION CONTINGENCY AND WEATHER DAYS

- A contingency day is any day where a scheduled media/film shooting has been prevented from occurring due to circumstances beyond the control of Agency
- These circumstances may include but should not be limited to:
 - (1) Weather conditions (rain, fog, sleet, hail or any adverse condition that is not consistent with the prescribed shooting conditions desired by Client)
 - (2) Injury, illness or absence of Client-supplied elements (e.g., key talent, color correct products)
 - (3) "Force majeure" (meaning but not limited to earthquake, riot, fire, flood, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism and acts of God)
- Agency recognizes its obligation to minimize contingency day liabilities and will apply accepted industry cancellation practices
- Agency will quote the maximum exposure figure (a "not to exceed" figure) as a contingency day cost — this will be a cost per day figure; however, this figure does not include the cost of premiums for crew or suppliers (e.g., should the contingency day fall on weekends, holidays or premium days based on consecutive employment)

Cancellation and Postponement

A cancellation or postponement is defined as a rescheduling of the production to a later date caused or directed by Client or a total cancellation of the project. If Agency blocks out a specific period of time with the agreement that it represents a firm commitment from Client, then Agency makes no further efforts to sell the time. If the job is canceled or postponed within the guideline time frame, it is unlikely this time can be rebooked.

Cancellation and Postponement:

- If notice of cancellation/postponement is given to Agency ONE TO TWO WORKING DAYS prior to the

Statement of Work, Amendment #2



- commencement of the shoot, Client will be liable to Agency for:
- (1) All out-of-pocket costs; (2) 100% of total fees
- B. If notice of cancellation/postponement is given THREE TO FIVE WORKING DAYS prior to the commencement of the shoot, Client will be liable to Agency for:
- (1) All out-of-pocket costs; (2) 50% of total fees
- C. If notice of cancellation/postponement is given MORE THAN FIVE WORKING DAYS prior to the commencement of the shoot, Client will be liable to Agency for:
- (1) All out-of-pocket costs; (2) 25% of total fees

GYK ANTLER, LLC

By: DocuSigned by:
Francis Ferrara
71122CEA7920481...

Name: Francis Ferrara

Title: Chief Financial Officer

Date: 7/30/2021

NH Department of Health and Human Services

By: DocuSigned by:
Lori A. Weaver
1C1A979E4125473

Name: Lori A. Weaver

Title: Deputy Commissioner

Date: 8/2/2021

MAY04'21 PM 2:51 RCVD

E mac



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9200 1-800-852-3345 Ext. 9200

Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Sibilioette
 Commissioner

Lori A. Wesver
 Deputy Commissioner

April 29, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, and 2021-06, Governor Sununu authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** amendment to an existing contract with GYK Antler, LLC/DBA GYK ANTLER (VC# TBD), Manchester, NH, for additional production services to enhance a public service announcement campaign to encourage New Hampshire State citizens to obtain the COVID-19 vaccine, by increasing the price limitation by \$8,000 from \$426,490 to \$434,490 with no change to the contract completion date of August 31, 2021, effective retroactive to April 14, 2021. 100% Federal Funds.

The original contract was approved by the Governor on April 2, 2021, and has been submitted to the Governor and Council for the May 5, 2021, agenda (Informational Item #TBD).

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-095-950010-1919 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, HHS: OFFICE OF THE COMMISSIONER, COMMISSIONERS OFFICE, COVID19 FEMA DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	103-502664	Contracts for Oper Svc	95010690	\$426,490	\$8,000	\$434,490
			Total	\$426,490	\$8,000	\$434,490

EXPLANATION

This item is **Retroactive** because the Department needed work to begin immediately on additional production services for the COVID-19 public service announcement (PSA) campaign. This item is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The purpose of this amendment is to add additional production content to enhance the comprehensive multimodal PSA campaign work currently underway. The purpose of the PSA campaign is to encourage New Hampshire State citizens to obtain the COVID-19 vaccine. The Contractor shall ensure the PSA directs messaging statewide to reach all age groups in New Hampshire eligible to receive the COVID-19 vaccine. Specific focus will be given to New Hampshire residents 40 years of age and under and other groups that polling data suggests are less likely to be vaccinated for COVID-19.

The Contractor shall develop effective messaging, slogans, and marketing imagery to support the PSA campaign, which shall be disseminated through a variety of media that include radio, network television, billboards, aerial banners, Instagram, Snapchat, Facebook, and Tik Tok.

As referenced in Exhibit A of the original contract, the parties have the option to extend the agreement for up to six (6) additional months, contingent upon satisfactory delivery of services, available funding, agreement of the parties and appropriate State approval. The Department is not exercising its option to renew at this time.

Area served: Statewide

Source of Funds: CFDA # 97.036; FAIN #4516DRNH00000001

Respectfully submitted,



Lori A. Shabinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the NH State Vaccine PSA Campaign contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and GYK Antler, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on April 2, 2021, and is anticipated to be presented to the Executive Council on May 5, 2021, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$434,490

2. Modify Exhibit B, Scope of Services, Section 1, by inserting the following after 1.13:

1.14. Additional Production Content: The Contractor shall provide video production and post-production featuring Chase Winovich, which includes but is not limited to the following:

1.14.1. "Family Bonds" (To be completed by April 30, 2021).

1.14.2. "I Love NH" (To be completed by April 30, 2021).

1.14.3. "Motivation Monday" (To be completed by April 30, 2021).

1.14.4. "Shoot your Shot" (To be completed by April 30, 2021).

1.14.5. Behind-the-scenes of the TV spot with Governor Sununu (To be completed by May 31, 2021).

1.14.6. Chase Winovich being vaccinated on camera (optional).

1.15. The Contractor shall ensure the final video files align with required specifications for applicable paid social media promotions.

1.16. The Contractor shall ensure each concept, listed in 1.14.1 through 1.14.6, is 15 seconds long, with longer-form videos available for social promotion.

1.17. The Contractor shall ensure all videos include a statement from Chase Winovich saying

"This is your shot to get back to normal. Get the COVID-19 vaccine."

1.18. The Contractor shall ensure the following video formats:

1.18.1 Social Media Usage, which includes Instagram, SnapChat, and Tik Tok:

1.18.1.1. 9:16 Aspect Ratio.

1.18.1.2. Max Video Length: 15 Seconds.

1.18.1.3. Resolution 1080x1920.

1.18.1.4 .mp4 or .mov.

1.18.2 Facebook:

1.18.1.1. 9:16 to 16:9 Aspect Ratio.

1.18.1.2. Max Video Length: 240 minutes.

1.18.1.3. Resolution 1280x720.

1.18.1.4 4GB max.

3. Modify Exhibit B, Payment Terms, Section 2, by inserting the following after 3.5:

3.6 Additional Production Services: The Department will pay a maximum amount of \$8,000 for the Additional Production Services included in Exhibit B, Scope of Services, 1.14. through 1.18.

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactively to April 14, 2021, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, and 2021-06, and any subsequent extensions.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

4/27/2021
Date

DocuSigned by:
Lori A. Weaver
Name: Lori A. Weaver
Title: deputy commissioner

GYK Antler, LLC

4/23/2021
Date

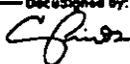
DocuSigned by:
Francis Ferrara
Name: Francis Ferrara
Title: chief financial officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/30/2021

Date

DocuSigned by:


Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, and 2021-06, and any subsequent extensions.

X STATEMENT OF WORK - ADDENDUM

CLIENT New Hampshire Department of Health and Human Services

PROJECT NAME NH STATE VACCINE PSA CAMPAIGN

DATE November 25, 2019

THE FOLLOWING ARE ADDITIONS TO THE STATEMENT OF WORK BETWEEN GYK ANTLER AND NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES DATED MARCH 30, 2021.

DESCRIPTION OF AMENDMENT

GYK Antler and New Hampshire Department of Health and Human Services ("Client") entered into a Statement of Work ("SOW") for a NH State Vaccine PSA Campaign dated March 30, 2021.

GYK Antler and Client agree to the following additions:

- Video production and post-production featuring Chase Winovich with final video files built to specifications for paid social media promotions for the described creative concepts developed by GYK Antler for NH Department of Health and Human Services COVID-19 Vaccine PSA campaign. Concepts include:
 1. "Family Bonds"
 2. "I Love NH"
 3. "Motivation Monday"
 4. "Shoot Your Shot"
 5. Chase Winovich being vaccinated on camera (if possible; optional video)
 6. Behind-the-scenes of the TV spot with Governor Sununu (to be filmed separately in May)
- Assets to be completed by April 30, 2021.
- Production of 15 second videos of each concept, as well as longer-form videos to be used for social promotion (listed below).
- In all videos, mandatory call to action to include Chase saying, "This is your shot to get back to normal. Get the COVID-19 vaccine."
- Video formats needed for paid social media usage:
 - Instagram Story/Snapchat Story/Tik Tok
 - 9:16 Aspect Ratio
 - Max Video Length: 15 Seconds
 - Recommended Resolution: 1080 x 1920
 - .mp4 or .mov
 - Video Codec: h.264
- Video format for promoted on Facebook Feed
 - Recommended: at least 1,280 by 720 pixels
 - Video ratio: 9:16 to 16:9
 - Video file size: 4GB max
 - Maximum video length: 240 minutes

Total Cost: \$8,000

Except as expressly provided herein, all other terms and conditions of the SOW remain the same, in full force and effect.

NH Department of Health and Human Services

DocuSigned by:
By: Lori A. Weaver
eC4A82984123473

Printed Name: Lori A. Weaver

Title: Deputy Commissioner

Date: 4/27/2021

GYK Antler

By: [Signature]

Printed Name: Francis M. Fenwick, Jr

Title: CEO

Date: 4/20/21

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D mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Stiblaerts
Commissioner

Lori A. Weaver
Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, Governor Sununu authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a Retroactive, Sole Source contract with GYK Antler, LLC/DBA GYK ANTLER (VC# TBD), Manchester, NH, in the amount of \$426,490 for a public service announcement campaign to encourage New Hampshire State citizens to obtain the COVID-19 vaccine, with the option to renew for up to six (6) additional months, effective retroactive to February 15, 2021, through August 31, 2021. 100% Other Funds (FEMA Public Assistance).

05-95-095-950010-1919 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, HHS: OFFICE OF THE COMMISSIONER, COMMISSIONERS OFFICE, COVID19 FEMA DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	103-502664	Contracts for Oper Svc	95010690	\$426,490
			Total	\$426,490

EXPLANATION

This contract is Retroactive because the Department needed work to begin immediately on a public service announcement (PSA) campaign. This contract is Sole Source because the Department determined the Contractor possesses the capacity to quickly create, produce, and disseminate an effective, high-impact public service announcement campaign.

The Contractor will develop and deliver a comprehensive multimodal PSA campaign to encourage New Hampshire State citizens to obtain the COVID-19 vaccine. The Contractor shall ensure the PSA directs messaging statewide to reach all age groups in New Hampshire eligible to receive the COVID-19 vaccine. Specific focus will be given to New Hampshire residents 40 years of age and under and other groups that polling data suggests are less likely to be vaccinated for COVID-19.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The Contractor shall develop effective messaging, slogans, and marketing imagery to support the PSA campaign, which shall be disseminated through a variety of media that include radio, network television, billboards, aerial banners, Instagram, Snapchat, Facebook, and Tik Tok.

As referenced in Exhibit A of the attached contract, the parties have the option to extend the agreement for up six (6) additional months, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Area served: Statewide

Source of Funds: CFDA # 97.036; FAIN #4516DRNH00000001

Respectfully submitted,



Lori A. Shabinette
Commissioner

Subject: _____

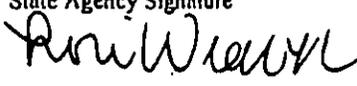
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 GYK ANTILER, LLC/DBA GYK ANTILER		1.4 Contractor Address 175 Canal Street Manchester, NH, 03101 USA	
1.5 Contractor Phone Number 603 625 5713	1.6 Account Number 05-95-095-950010-1919	1.7 Completion Date August 31, 2021	1.8 Price Limitation \$426,490
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 3/30/21		1.12 Name and Title of Contractor Signatory Francis Ferrara Jr Chief Financial Officer	
1.13 State Agency Signature  Date: 3/31/21		1.14 Name and Title of State Agency Signatory Lori A. Weaver Deputy Commissioner	
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: Catherine Pinos On: 04/01/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials.. 

Date 3/30/21

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.

Contractor Initials H

Date 3/30/21

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, formulac, 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

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.

**New Hampshire Department of Health and Human Services
NH State COVID-19 Vaccine PSA Campaign
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to appropriate State approval, this Agreement, and all obligations of the parties hereunder, shall become retroactively effective on February, 15 ("Effective Date").

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

3.3. The parties may extend the Agreement for up to six (6) additional months from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and 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.

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall develop and deliver a comprehensive multimodal public service announcement (PSA) campaign to encourage New Hampshire State citizens to obtain the COVID-19 vaccine.
- 1.2. The Contractor shall ensure the PSA directs messaging statewide to reach all age groups in New Hampshire eligible to receive the COVID-19 vaccine. Specific focus should be given to New Hampshire residents 40 years of age and under and other groups that polling data suggests are less likely to be vaccinated for COVID-19.
- 1.3. The Contractor shall develop effective messaging, slogans, and marketing imagery, to support the PSA campaign, which shall be disseminated, at minimum through the following mediums:
 - 1.3.1. Radio.
 - 1.3.2. Television.
 - 1.3.3. Display.
 - 1.3.4. CTV.
 - 1.3.5. Bill boards.
 - 1.3.6. Social Media.
- 1.4. **Creative Services:** The Contractor shall provide account management, project management, creative strategy, and development of up to four (4) different creative directions for consideration. Each concept shall include up to two (2) tactical executions for demonstrations purposes for the Department with two (2) rounds of revisions.
- 1.5. The Department will approve the final media plan and the Contractor shall develop, in consultation with the Department, the following:
 - 1.5.1. Two (2) :30 TV Spots
 - 1.5.2. Two (2) :15 Video Cutdowns of the TV Spots
 - 1.5.3. One (1) :30 Radio Spot
 - 1.5.4. One (1) Standard Billboard (up to 7 resizes)
 - 1.5.5. One (1) Sky Banner
 - 1.5.6. One (1) Static Display Banner
 - 1.5.7. Social Media
 - 1.5.7.1. Three (3) Static Dark Posts (Facebook/Instagram)
 - 1.5.7.2. Three (3) Instagram Story :15 Vertical Format Videos
 - 1.5.7.3. One (1) Instagram Story Static
 - 1.5.7.4. Two (2) Snapchat Ad Vertical Format Video
 - 1.5.7.5. One (1) Snapchat Ad Static
 - 1.5.7.6. Two (2) TickTok Video Ads
 - 1.5.7.7. One (1) TickTok Static

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign**

EXHIBIT B

- 1.6. **Production Services:** The Contractor shall provide coordination, production, and post-production of two (2) Television Spots for the State of New Hampshire COVID-19 Vaccine PSA Campaign. This includes all manner of video related pre-production, production, and post-production efforts. Deliverables shall include:
- 1.6.1. One (1) :30 Radio Spot.
 - 1.6.2. Two (2) :30 TV Spots; one (1) Kinetic Typography and one (1) with Patriots Player Chase Winovich.
 - 1.6.3. Two (2) Cutdowns one (1) Kinetic Typography and one (1) with Patriots Player Chase Winovich.
- 1.7. The parties assume two (2) productions at one location per deliverable included in Section 1.6 for a total of two (2) locations within New Hampshire.
- 1.8. A standard production is considered 10 hours of work.
- 1.9. Post production work shall include two (2) rounds of edits and reviews.
- 1.10. **Media Services:** The Contractor shall manage, buy, and optimize all paid media for the State of New Hampshire's COVID-19 Vaccine PSA Campaign.
- 1.11. The Contractor shall be responsible to purchase, setup, and traffic media across all channels, which includes, but is not limited to:
- 1.11.1. Competitively procuring contracts with subcontractors.
 - 1.11.2. Confirming placements and availability.
 - 1.11.3. Negotiating rates.
 - 1.11.4. Placing insertion orders with media partners.
 - 1.11.5. Developing comprehensive flowcharts with costs, impression, and flighting by media channel.
 - 1.11.6. Delivering media buy details and media authorization form to the Department for review and approval.
 - 1.11.7. Finalizing comprehensive specification documents by Media channel and tactic.
 - 1.11.8. Considering creative rotation and collaborating with account and creative teams.
 - 1.11.9. Setting up all campaigns in a third-party ad server for display.
 - 1.11.10. Setting up social media accounts and new Facebook page.
 - 1.11.11. Directly uploading campaigns and creative in self-service platforms for paid social and agency trade desk where applicable, ongoing management of media in self-service platforms through the life of the campaign.
 - 1.11.12. Creating, implementing and testing of pixel tracking against Key Performance Indicators via Google Tag Manager and testing all links and troubleshooting where necessary.
 - 1.11.13. Answering questions related to traffic on all digital ads and providing instructions for uploading traditional assets to vendors.
 - 1.11.14. Obtaining and providing proof of performance.

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign**

EXHIBIT B

- 1.12. **Reporting:** The Contractor shall provide a mid-campaign and end of campaign report to the Department identifying key findings and areas for improvement where appropriate.
- 1.13. **Media Plan:** The Contract shall deliver the services in accordance with the Exhibit K, Media Plan.
2. **Exhibits Incorporated**
 - 2.1. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.
3. **Additional Terms**
 - 3.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 3.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**
 - 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
 - 3.3. **Credits and Copyright Ownership**
 - 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
 - 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
 - 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

**New Hampshire Department of Health and Human Services
NH State Vaccine PSA Campaign**

EXHIBIT B

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

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

4. Records

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

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

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

**New Hampshire Department of Health and Human Services
NH State COVID-19 Vaccine PSA Campaign
EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% Other Funds, as awarded by the FEMA Public Assistance, CFDA 97.036, FAIN 4516DRNHP00000001.
2. For the purposes of this Agreement the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
3. The Contractor shall email an invoice to beth.kelly@dhhs.nh.gov. In a form satisfactory to the Department, by the fifteenth (15th) working day of the following month, which identifies costs incurred for the services provided during the prior month in accordance with the following:
 - 3.1. **Creative Services:** The Department will pay the Contractor up to a maximum amount of \$21,625 for creative service work included in Exhibit B, Scope of Services.
 - 3.2. **Media Services:** The Department will pay the Contractor up to a maximum amount of \$7,400 for media service work included in Exhibit B, Scope of Services.
 - 3.3. **Production Services:** The Department will pay the Contractor up to a maximum amount of \$43,425 for production services work included in Exhibit B, Scope of Services.
 - 3.4. **Production Expenses:** The Department will pay the Contractor up to a maximum amount of \$21,153 for production expenses included in Exhibit B, Scope of Services
 - 3.5. **Media Purchases:** The Department will pay up to a maximum amount of \$332,887 for media purchases as provided for in the following schedule:

Media Purchase Schedule						
Media Channel	March	April	May	June	July	Total
WNHW	\$0	\$308	\$459	\$459	\$459	\$1,683
WJYY	\$0	\$238	\$357	\$357	\$357	\$1,309
WFNQ	\$0	\$714	\$1,071	\$1,071	\$1,071	\$3,927
WNNH/WLNH	\$0	\$306	\$459	\$459	\$459	\$1,683
WTPL	\$0	\$255	\$383	\$383	\$383	\$1,403
WHDQ	\$0	\$540	\$810	\$810	\$810	\$2,970
WGXL	\$0	\$168	\$252	\$252	\$252	\$924
WWOD	\$0	\$168	\$252	\$252	\$252	\$924
WGIR FM	\$0	\$1,292	\$1,938	\$1,938	\$1,938	\$7,106
WOKQ	\$0	\$1,360	\$2,040	\$2,040	\$2,040	\$7,480
WMLL	\$0	\$530	\$796	\$796	\$796	\$2,917
WZID	\$0	\$530	\$796	\$796	\$796	\$2,917
WMUR - New Hampshire	\$0	\$16,830	\$16,830	\$16,830	\$0	\$50,490
Comcast	\$0	\$16,666	\$16,666	\$16,666	\$0	\$49,999

**New Hampshire Department of Health and Human Services
NH State COVID-19 Vaccine PSA Campaign
EXHIBIT C**

Outfront - New Hampshire	\$37,235	\$0	\$0	\$0	\$0	\$37,235
Sky88	\$0	\$0	\$3,726	\$3,726	\$3,726	\$11,178
Teads	\$0	\$6,250	\$15,625	\$12,500	\$15,625	\$50,000
Tremor	\$0	\$8,333	\$8,333	\$8,333	\$0	\$25,000
Ad Serving	\$0	\$125	\$235	\$198	\$184	\$742
Facebook/ Instagram	\$0	\$11,111	\$13,889	\$11,111	\$13,889	\$50,000
Snapchat	\$0	\$2,500	\$6,250	\$6,250	\$0	\$15,000
TikTok	\$0	\$1,333	\$3,333	\$3,333	\$0	\$8,000
TOTAL MEDIA	\$37,235	\$69,555	\$94,500	\$88,560	\$43,037	\$332,887

4. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice.
5. Upon request, the Contractor shall providing documentation to support all costs invoiced, which may included receipts for purchases, payroll records, and other proof of expenditures, as applicable.
6. The Contractor must provide the required services in this agreement, in compliance with funding requirements.
7. 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 this agreement:

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 subparagraph 1.1.
 - 1.4. Notifying the employee in the statement required by subparagraph 1.1 that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

Contractor Name:

Date

3/30/21

Francis M. Ferrara, Jr.
Name: Francis M. Ferrara, Jr.
Title: Chief Financial Officer

Contractor Initials

FF

Date

3/30/21

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: GYK Arthur, LLC

3/30/21
Date

Name: Francis M. Ferraro Jr.
Title: Chief Financial Officer

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

Vendor Name: GYK Antler LLC

3/30/21
Date

Name: Francisco M. Ferreira, Jr.
Title: Chief Financial Officer

Vendor Initials FF
Date 3/30/21

New Hampshire Department of Health and Human Services
Exhibit G



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

The Vendor 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:

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

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

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

Exhibit G

Vendor Initials

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

New Hampshire Department of Health and Human Services
Exhibit 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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: GYK Antler, LLC

3/30/21
Date

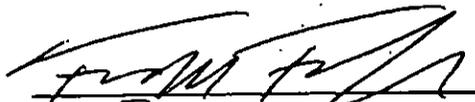

Name: Francis M. Ferrara, Jr
Title: Chief Financial Officer

Exhibit G

Vendor Initials FF

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The Vendor 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 Vendor 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.

Vendor Name: *G/K Antler, LLC*

3/30/21
Date

Name: *Francis M. Ferrara Jr*
Title: *Chief Financial Officer*

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: *GYK Antler, LLC*

3/30/21
Date

[Signature]
Name: *Francis M. Ferrara, Jr*
Title: *Chief Financial Officer*

Contractor Initials: *[Signature]*
Date: *3/30/21*

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

- 1. The DUNS number for your entity is: 807828814
- 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?

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: _____

New Hampshire Department of Health and Human Services
 NH State COVID-19 Vaccine PSA Campaign
 Exhibit K

Media Channel	April				May					June				July				
	28	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26
RADIO																		
WVNH			4	4		4	4	4			4	4	4		4	4	4	
WJYY			4	4		4	4	4			4	4	4		4	4	4	
WFNQ			5	5		5	5	5			5	5	5		5	5	5	
WNBH/WLNH			4	4		4	4	4			4	4	4		4	4	4	
WTPL			5	5		5	5	5			5	5	5		5	5	5	
WHDQ			5	5		5	5	5			5	5	5		5	5	5	
WGXL			5	5		5	5	5			5	5	5		5	5	5	
WVVO			5	5		5	5	5			5	5	5		5	5	5	
WQDR FM			5	5		5	5	5			5	5	5		5	5	5	
WOKO			5	5		5	5	5			5	5	5		5	5	5	
WMLL			5	5		5	5	5			5	5	5		5	5	5	
WZD			5	5		5	5	5			5	5	5		5	5	5	
TOTAL TV IMPRESSIONS																		
TV																		
Comcast Cable	0	0						412	630									
WVNH	0	0	36	36	2	0	36	36	0	2	36	36	2	0	0	0	0	0
TOTAL TV IMPRESSIONS																		
DISPLAY																		
Teads																		
TOTAL DISPLAY IMPRESSIONS																		
412 - 701																		
CTV																		
Timer																		
TOTAL CTV IMPRESSIONS																		
412 - 630																		
OOH																		
Outdoor - New Hampshire																		
By88																		
TOTAL OOH IMPRESSIONS																		
612 - 701																		
SOCIAL																		
Facebook/Instagram																		
Snapschat																		
Tik Tok																		
TOTAL PAID SOCIAL IMPRESSIONS																		
412 - 630																		
CAMPAIGN TOTAL																		

SS-2021-OCOM-25-ADVER

GYK Antler

Contractor Initial *GA*
 Date *3/30/21*

New Hampshire Department of Health and Human Services
 NH State COVID-19 Vaccine PSA Campaign
 Exhibit K

Partner / Placements / Orbits	Targeting	Geography	Unit Size	CPM/ CPV	April				May				June				July				August				Total # of Impressions/ Engagements	Total NET Cost				
					29	5	12	19	20	27	3	10	17	24	31	7	14	21	28	4	11	18	25	1			8	15	22	29
Tremor NH Residents 18-49 Segments Vaccine confidence; Not confident in vaccine & Not planning to get vaccine NH																														
RON or RON Video Targeting OTT Content with Custom Targeting and Geo-targeting to NH		NH	1280x720	\$24.50																									1,020,408	\$25,000
Contract:					\$8,333	\$8,333	\$8,333	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1,020,408	\$25,000	
Ad Serving:					\$51	\$51	\$51	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$153
TOTAL CTV:					\$4,384	\$4,333	\$4,384	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	1,020,408	\$25,000	

SS-2021-OCOM-25-ADVER

GYK Antler

Contractor Initial

Date 3/30/21

New Hampshire Department of Health and Human Services
 NH State COVID-19 Vaccine PSA Campaign
 Exhibit K

Station	Daypart	Length	Net Cost	April					May					June					July					# of Spots	NET Total Cost						
				29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9			16	23	30			
WHDH	Country			29-Mar					3-May					31-May					5-Jul					2-Aug							
WHP	6a-10a	:30	\$78.75			2	2			2	2	2				2	2	2			2	2	2							22	\$842
WHP	3p-7p	:30	\$78.75			2	2			2	2	2				2	2	2			2	2	2						22	\$842	
TOTALS						4	4			4	4	4				4	4	4			4	4	4					44	\$1,684		

Station	Daypart	Length	Net Cost	April					May					June					July					# of Spots	NET Total Cost					
				29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9			16	23	30		
WJTV	AC			29-Mar					3-May					31-May					5-Jul					2-Aug						
WHP	6a-10a	:30	\$78.75			2	2			2	2	2				2	2	2			2	2	2						22	\$853
WHP	3p-7p	:30	\$78.75			2	2			2	2	2				2	2	2			2	2	2					22	\$853	
TOTALS						4	4			4	4	4				4	4	4			4	4	4					44	\$1,706	

Station	Daypart	Length	Net Cost	April					May					June					July					# of Spots	NET Total Cost					
				29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9			16	23	30		
WPHQ	Rock 10a			29-Mar					3-May					31-May					5-Jul					2-Aug						
WHP	8am-10am	:30	\$79.50			2	2			2	2	2				2	2	2			2	2	2						22	\$1,308
WHP	10am-3pm	:30	\$79.50			2	2			2	2	2				2	2	2			2	2	2						22	\$1,308
WHP	3p-7p	:30	\$79.50			2	2			2	2	2				2	2	2			2	2	2						22	\$1,308
TOTALS						6	6			6	6	6				6	6	6			6	6	6					66	\$3,924	

Station	Daypart	Length	Net Cost	April					May					June					July					# of Spots	NET Total Cost					
				29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9			16	23	30		
WHDH/WHN	Class			29-Mar					3-May					31-May					5-Jul					2-Aug						
WHP	8am-10am	:30	\$78.75			2	2			2	2	2				2	2	2			2	2	2						22	\$842
WHP	3pm-5pm	:30	\$78.75			2	2			2	2	2				2	2	2			2	2	2						22	\$842
TOTALS						4	4			4	4	4				4	4	4			4	4	4					44	\$1,684	

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3/30/21

WTPX News 7a			29-Mar			3-May			31-May			8-Jul			2-Aug				
M-F	6a-10a	:30	\$21.25		2	2		2	2	2		2	2	2				22	\$468
M-F	10a-3p	:30	\$21.25		2	2		2	2	2		2	2	2				22	\$468
M-F	3p-7p	:30	\$21.25		2	2		2	2	2		2	2	2				22	\$468
TOTALS					6	6		6	6	6		6	6	6			60	64	\$1,404

WYDQ Drink Up			29-Mar			3-May			31-May			8-Jul			2-Aug				
M-F	6a-10a	:30	\$45.00		2	2		2	2	2		2	2	2				22	\$990
M-F	10a-3p	:30	\$45.00		2	2		2	2	2		2	2	2				22	\$990
M-F	3p-7p	:30	\$45.00		2	2		2	2	2		2	2	2				22	\$990
TOTALS					6	6		6	6	6		6	6	6			60	66	\$2,970

WQIX AC			29-Mar			3-May			31-May			8-Jul			2-Aug				
M-F	6a-10a	:30	\$18.00		2	2		2	2	2		2	2	2				22	\$396
M-F	10a-3p	:30	\$18.00		2	2		2	2	2		2	2	2				22	\$396
M-F	3p-7p	:30	\$18.00		2	2		2	2	2		2	2	2				22	\$396
TOTALS					6	6		6	6	6		6	6	6			60	64	\$1,188

WYDQ Alternates			29-Mar			3-May			31-May			8-Jul			2-Aug				
M-F	6a-10a	:30	\$18.00		2	2		2	2	2		2	2	2				22	\$396
M-F	10a-3p	:30	\$18.00		2	2		2	2	2		2	2	2				22	\$396
M-F	3p-7p	:30	\$18.00		2	2		2	2	2		2	2	2				22	\$396
TOTALS					6	6		6	6	6		6	6	6			60	64	\$1,188

WDR PA Rock			29-Mar			3-May			31-May			8-Jul			2-Aug				
M-F	6a-10a	:30	\$140.25		2	2		2	2	2		2	2	2				22	\$3,086
M-F	10a-3p	:30	\$140.25		2	2		2	2	2		2	2	2				22	\$3,086
M-F	3p-7p	:30	\$140.25		2	2		2	2	2		2	2	2				22	\$3,086
TOTALS					6	6		6	6	6		6	6	6			60	64	\$9,258

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3/31/21

New Hampshire Department of Health and Human Services
 NH State COVID-19 Vaccine PSA Campaign
 Exhibit 1

OFF OF STATE / Location Name	Inventory ID	ECB	MO	Est. Transmittal / Return Period (Months)	Good Period	March			April			May			June			July			August			# of Periods	# of Injections	Total NET Cost					
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18				19	20	21		
South Village Lower F/B - (dipn) 280049		Manufacture	PSZ	\$161,603	\$1,200																			3.0	30,000	\$4,200					
F/B No. 1 @ Church St. F/B	1840	Freelance	10/1/2019	\$50,560	\$1,200																			3.0	24,000	\$4,200					
F/B No. 3 @ Church St. F/B - PROO		N/A	N/A	N/A	\$400																			0.0		\$400					
F/B Spreading 5504.50 @ KO Sub 16 F/B	3342723	Manufacturer	1/1/19	\$338,858	\$2,233																			0.0	1,074,726	\$48,126					
F/B Spreading 5504.50 @ KO Sub 16 F/B - PROO		N/A	N/A	N/A	\$1,133																			0.0		\$1,133					
F/B No. 15 Spreading Turbine 1 @ KO No. 73 Millen, NH F/B	4430	Millen	1/1/19	\$330,141	\$3,000																			0.0	474,701	\$4,800					
F/B No. 15 Spreading Turbine 1 @ KO No. 73 Millen, NH F/B - PROO		N/A	N/A	N/A	\$1,133																			0.0		\$1,133					
F/B 18 F/B No. 18 @ KO No. 25 W. F/B	33500	Outpost	10/1/19	\$163,740	\$1,000																			0.0	327,526	\$2,000					
F/B 18 F/B No. 18 @ KO No. 25 W. F/B - PROO		N/A	N/A	N/A	\$750																			0.0		\$750					
F/B 18 F/B No. 18 @ KO No. 113 Albany F/B	3314740	Medson	10/1/19	\$181,802	\$750																			0.0	663,244	\$3,271					
F/B 18 F/B No. 18 @ KO No. 113 Albany F/B - PROO		N/A	N/A	N/A	\$400																			0.0		\$400					
F/B 18 F/B No. 18 @ KO No. 202 F/B	3078000	Temple	8/1/17	\$140,434	\$500																			0.0	404,000	\$3,250					
F/B 18 F/B No. 18 @ KO No. 202 F/B - PROO		N/A	N/A	N/A	\$334																			0.0		\$334					
						\$37,226			\$0			\$0			\$0			\$0			\$0			\$0			\$0			\$1,077,186	\$47,226

3/30/21

2020												
Period Ending	NEA	NEA	NEA	2020								
Period	Contract	Year	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020
	115,251	5430										
TOTAL				127,236	10	62,504	13,211	1,233	12		3,157,000	240,413

IS-2021-00204-25-ADPVL

GTE Auditor

Contractor Initials
Date: 7/20/21

New Hampshire Department of Health and Human Services
 NH State COVID-19 Vaccine PSA Campaign
 Exhibit K

Contract Description	Ad Objective	Frequency	Demographic	Adverts Reached	Advert Spots	Impressions	Number Impressions	Net GPM	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	# of Adverts	Total Impressions	Total Net Cost
Facebook & Instagram - Awareness/Engagement																							
State Dept Post	Traffic and Page Views	April 15-30 NH Residents Broken down by age group	18+	3d daily spots	180	1389 / 129 30% Top-Row 300 Characters Max Body 40 Character Headline 50 Character URL Description	177,200	50				41,400									54	1,728,000	128,000
										50	15,617	15,617	15,617	15,617						54	1,728,000	128,000	
Instagram - Video Ad																							
Instagram Story	Brand Awareness	April 15-30 NH Residents Broken down by age group	18+	Vertical Image or Video	1 Video and 1 Static vertical Image	8 10 Second Rate Max Video Length: 15 Seconds Horizontal Orientation 1080 x 1920 JPG or GIF Video Content 2:25+	125,000	50				41,400									54	1,728,000	125,000
										50	15,617	15,617	15,617	15,617						54	1,728,000	125,000	
Instagram																							
Instagram Story - Video	Brand Awareness	April 15-30 NH Residents Broken down by age group	18+	Vertical Image or Video	1 Video and 1 Static vertical Image	8 10 Second Rate Max Video Length: 15 Seconds Horizontal Orientation 1080 x 1920 JPG or GIF Video Content 2:25+	780,000	50				41,400									54	1,475,000	118,000
										50	15,617	15,617	15,617	15,617						54	1,475,000	118,000	
Twitter																							
Twitter - Video	Brand Awareness / Reach	NH Residents - All Ages Available for email or mobile push delivery	18+	Vertical Video	2 Video Variations	8 15 Second Rate Max Video Length: 15 Seconds Horizontal Orientation 1080 x 1920 JPG or GIF Video Content 2:25+	64,000	50				41,400									54	168,000	50,000
										50	15,617	15,617	15,617	15,617						54	168,000	50,000	
TOTAL PAID MEDIA																							
										50	15,617	15,617	15,617	15,617						54	1,996,000	178,000	

53-7013-OCDA-23-ADV18

67X Andler

Contractor Name: [Signature]
 Date: 9/30/21