75

New Hampshire
Department of Agriculture, Markets & Food

Shawn N. Jasper, Commissioner

December 1, 2023

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

REQUESTED ACTION

Authorize New Hampshire Department of Agriculture, Markets & Food, Division Agricultural Development (DAMF) to amend an existing **Sole Source** grant agreement with Catholic Charities of New Hampshire, NH Food Bank, (VC #177165), Manchester, NH by increasing the price limitation by $919,181 from $880,000 to $1,799,181 for purchasing food for the NH Feeding NH Program and extending the completion date from May 31, 2024 to May 31, 2025, effective upon Governor and Council approval. The original grant was approved by the Governor and Council on October 4, 2022, item #18. **100% Federal Funds**

Funds are available in account, Local Food Purchase Assistance, as follows:

	FY2024
02-18-18-185010-1182000-072-500575 Grants Federal	$919,181

EXPLANATION

New Hampshire Department of Agriculture, Markets & Food, Division of Agricultural Development requests this **Sole Source** contract with Catholic Charities of NH because of the 38 years of experience distributing food to underserved families and individuals in NH. Their infrastructure and network of over 200 partner agencies and their experience working with NH farmers as part of the New Hampshire Feeding New Hampshire program demonstrates their unique qualifications to partner with the Department of Agriculture, Markets & Food as a sub-awardee of the USDA Local Food Purchase Assistance Cooperative Agreement Program. There is no other entity that would qualify to carry out this project for the benefit of NH Agriculture and food-insecure in our state.

Funding will be used to expand current efforts to purchase vegetables, fruit, and other produce, dairy and meat from local farmers and distribute it to NH Food Bank partner agencies wishing to participate, including homeless shelters, soup kitchens, food pantries, schools and after-school programs, senior centers and more.

Funds for this program were approved through Fiscal Committee on September 9, 2022, item FIS 22-276 and Governor and Council on September 21, 2022, item #48 for NH Feeding NH program in the amount of $900,000 and additional funds in the amount of $919,000 were approved through Fiscal Committee on September 14, 2023 item FIS 23-265 and Governor and Council on September 20, 2023, item # 77.

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

Respectfully submitted,

Shawn N. Jasper
Commissioner

Amendment #1 of Contract

The New Hampshire Department of Agriculture, Markets, and Food and Catholic Charities of NH, NH Food Bank hereby mutually agree to amend the contract for the *Local Food Purchase Assistance Program Cooperative Agreement – NH Feeding NH* originally approved by the Governor and Executive Council on October 4, 2022, #18 as follows:

1. Amend G-1 General Provision 1.7, Completion Date, from "May 31, 2024" to "May 31, 2025"; and

2. Amend G-1 General Provision 1.8, Grant Limitation, from "$880,000" to "$1,799,181"; and

3. Amend the Exhibit C by striking the current price limitation of "$880,000" and inserting in place thereof the amount of "$1,799,181"; and

4. All other terms and condition of the original contract shall remain the same in full force and effect as originally set forth; and

5. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands.

Catholic Charities of NH, NH Food Bank

Dominique A. Rust — 11/07/23

Name — Date

VP & COO

Title

Department of Agriculture, Markets, and Food

Shawn N. Jasper — 12/5/23

Shawn N. Jasper, Commissioner — Date

Approved as to form, substance, and execution

Sheri Phillips , AAG — 12/5/2023

Attorney General's Office — Date

CERTIFICATE OF AUTHORITY

I, Edward J. Powers, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 27, 20 23, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 11/7/23

E.J. Powers

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2023

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

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

PRODUCER
Porter & Curtis, LLC
225 State Road
Media, PA 19063

CONTACT NAME: Suzanne Robotham
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: srobotham@portercurtis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC	10083
INSURER B : PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPA	10765
INSURER C : CHURCH MUTUAL INSURANCE COMPANY	19767
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NH FOOD BANK - INDUSTRIAL DRIVE
700 EAST INDUSTRIAL PARK DRIVE
Manchester, NH 03109

COVERAGES **CERTIFICATE NUMBER:** C000235307 Account: 71419-100 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			RRG 10407-26	03/01/2023	03/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ Included $ Not Covered $ 1,000,000 $ None Applicable $ None Applicable $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			06000000 09-539072	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			N2-A3-FF-0000022-03	03/01/2023	03/01/2024	EACH OCCURRENCE AGGREGATE $	$ 14,000,000 $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability - Incidental Medical			RRG 10407-26	03/01/2023	03/01/2024	$1,000,000 Each Occurence	

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

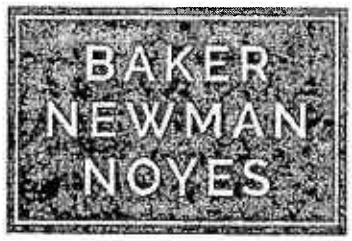
CERTIFICATE HOLDER

New Hampshire Department of Agriculture
25 Capitol Street,
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



New Hampshire Food Bank

Financial Statements

Years Ended March 31, 2023 and 2022
With Independent Auditors' Report

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

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

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
New Hampshire Catholic Charities

Opinion

We have audited the financial statements of New Hampshire Food Bank (the Food Bank), which comprise the statements of financial position as of March 31, 2023 and 2022, the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Food Bank as of March 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter

As discussed in notes 1 and 5, the Food Bank adopted the provisions of ASU No. 2016-02, *Leases (Topic 842)*, and all subsequent ASUs that modified Topic 842, effective April 1, 2022. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

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

To the Board of Trustees
New Hampshire Catholic Charities

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Baker Newman & Noyes LLC

Manchester, New Hampshire
July 12, 2023

NEW HAMPSHIRE FOOD BANK

STATEMENTS OF FINANCIAL POSITION

March 31, 2023 and 2022

ASSETS

	2023			2022		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Current assets:						
Cash and cash equivalents	$ 1,036,131	$3,551,360	$ 4,587,491	$ 6,272,770	$3,246,266	$ 9,519,036
Accounts receivable	219,681	–	219,681	62,623	–	62,623
Inventory	971,136	–	971,136	763,557	–	763,557
Prepaid expenses	20,730	–	20,730	23,022	–	23,022
Total current assets	2,247,678	3,551,360	5,799,038	7,121,972	3,246,266	10,368,238
Fixed assets:						
Land improvements	9,000	–	9,000	–	–	–
Leasehold improvements	680,085	–	680,085	495,534	–	495,534
Equipment and vehicles	1,743,749	–	1,743,749	1,500,280	–	1,500,280
Furniture and fixtures	73,359	–	73,359	64,859	–	64,859
Construction in process	404,396	–	404,396	165,992	–	165,992
	2,910,589	–	2,910,589	2,226,665	–	2,226,665
Less accumulated depreciation	(1,403,529)	–	(1,403,529)	(1,219,106)	–	(1,219,106)
Fixed assets, net	1,507,060	–	1,507,060	1,007,559	–	1,007,559
Investments, at fair value	9,799,998	–	9,799,998	5,992,956	–	5,992,956
Operating lease right-of-use assets	453,727	–	453,727	–	–	–
Total assets	$14,008,463	$3,551,360	$17,559,823	$14,122,487	$3,246,266	$17,368,753

LIABILITIES AND NET ASSETS

	2023			2022		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Current liabilities:						
Current portion of operating lease liabilities	$ 94,670	$ –	$ 94,670	$ –	$ –	$ –
Accounts payable:						
Trade	363,792	–	363,792	141,291	–	141,291
Other	66,106	–	66,106	98,806	–	98,806
Accrued salaries and wages	61,757	–	61,757	86,297	–	86,297
Employee benefits payable	98,537	–	98,537	82,004	–	82,004
Deferred revenue	22,500	–	22,500	–	–	–
Total current liabilities	707,362	–	707,362	408,398	–	408,398
Operating lease liabilities, net of current portion	367,487	–	367,487	–	–	–
Net assets:						
Without donor restrictions (undesignated)	12,933,614	–	12,933,614	13,714,089	–	13,714,089
With donor restrictions	–	3,551,360	3,551,360	–	3,246,266	3,246,266
Total net assets	12,933,614	3,551,360	16,484,974	13,714,089	3,246,266	16,960,355
Total liabilities and net assets	$14,008,463	$3,551,360	$17,559,823	$14,122,487	$3,246,266	$17,368,753

See accompanying notes.

NEW HAMPSHIRE FOOD BANK

STATEMENTS OF ACTIVITIES

Years Ended March 31, 2023 and 2022

	2023			2022		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, gains and other support:						
Annual appeal	$ 112,475	$ –	$ 112,475	$ 106,678	$ –	$ 106,678
Bequests, donations and fundraising	10,025,884	1,801,686	11,827,570	9,865,121	861,561	10,726,682
In-kind donations	21,452,001	–	21,452,001	19,763,634	–	19,763,634
Net assets released from restrictions	1,622,882	(1,622,882)	–	2,649,188	(2,649,188)	–
Other	772,389	–	772,389	521,691	–	521,691
Net revenues, gains and other support	33,985,631	178,804	34,164,435	32,906,312	(1,787,627)	31,118,685
Expenses:						
Program services	32,911,909	–	32,911,909	29,588,085	–	29,588,085
Fundraising	1,314,193	–	1,314,193	1,054,472	–	1,054,472
Support services	352,186	–	352,186	277,864	–	277,864
Total expenses	34,578,288	–	34,578,288	30,920,421	–	30,920,421
Investment loss, net	(187,818)	–	(187,818)	(152,010)	–	(152,010)
Contribution of net assets from related party - (see note 1)	–	126,290	126,290	–	–	–
Change in net assets	(780,475)	305,094	(475,381)	1,833,881	(1,787,627)	46,254
Net assets, beginning of year	13,714,089	3,246,266	16,960,355	11,880,208	5,033,893	16,914,101
Net assets, end of year	$12,933,614	$ 3,551,360	$16,484,974	$13,714,089	$3,246,266	$16,960,355

See accompanying notes.

NEW HAMPSHIRE FOOD BANK

STATEMENTS OF FUNCTIONAL EXPENSES

Years Ended March 31, 2023 and 2022

	2023				2022			
	Program Services	Fund-raising	Support Services	Total	Program Services	Fund-raising	Support Services	Total
Expenses:								
Salaries and wages	$ 1,947,923	$ 722,502	$280,973	$ 2,951,398	$ 1,547,748	$574,074	$223,251	$ 2,345,073
Employee benefits	443,204	131,752	51,237	626,193	330,014	99,387	38,651	468,052
Payroll taxes	138,492	51,371	19,976	209,839	110,661	41,045	15,962	167,668
Professional fees	29,285	–	–	29,285	38,598	–	–	38,598
Fundraising costs	–	408,568	–	408,568	–	339,966	–	339,966
Other purchased services	662,784	–	–	662,784	408,390	–	–	408,390
Advertising and promotion	95,424	–	–	95,424	42,820	–	–	42,820
Recruiting advertising	1,910	–	–	1,910	933	–	–	933
Office supplies	21,171	–	–	21,171	10,177	–	–	10,177
Other supplies	84,232	–	–	84,232	92,437	–	–	92,437
Postage and shipping	264,038	–	–	264,038	335,574	–	–	335,574
Program materials	37,796	–	–	37,796	53,283	–	–	53,283
Printing	633,419	–	–	633,419	426,433	–	–	426,433
Telephone	19,783	–	–	19,783	15,968	–	–	15,968
Dues and subscriptions	12,731	–	–	12,731	9,867	–	–	9,867
Information technology	143,818	–	–	143,818	90,466	–	–	90,466
Rent and occupancy costs	636,729	–	–	636,729	535,550	–	–	535,550
Equipment maintenance, repairs and rentals	192,744	–	–	192,744	159,156	–	–	159,156
Travel	84,034	–	–	84,034	62,496	–	–	62,496
Hospitality	47	–	–	47	424	–	–	424
Conferences and meetings	52,123	–	–	52,123	38,738	–	–	38,738
Depreciation	149,688	–	–	149,688	119,414	–	–	119,414
Insurance	71,606	–	–	71,606	50,669	–	–	50,669
Miscellaneous	42,015	–	–	42,015	23,027	–	–	23,027
Donations	291,106	–	–	291,106	254,264	–	–	254,264
Food purchases and vending	6,072,106	–	–	6,072,106	5,711,606	–	–	5,711,606
Food donations	20,228,554	–	–	20,228,554	18,689,833	–	–	18,689,833
Administration costs	484,519	–	–	484,519	353,837	–	–	353,837
Bank service charges	70,628	–	–	70,628	75,702	–	–	75,702
Total expenses	$32,911,909	$1,314,193	$352,186	$34,578,288	$29,588,085	$1,054,472	$277,864	$30,920,421

See accompanying notes.

NEW HAMPSHIRE FOOD BANK

STATEMENTS OF CASH FLOWS

Years Ended March 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Change in net assets	$ (475,381)	$ 46,254
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities:		
Restricted donations	(1,801,686)	(861,561)
Contribution of net assets from a related party	(126,290)	–
Depreciation	149,688	119,414
Realized and unrealized losses on investments, net	395,582	324,148
Noncash lease expense	8,430	–
Food donations received	(21,142,290)	(19,556,460)
Food donations distributed	20,228,554	18,689,833
Change in operating assets and liabilities:		
Accounts receivable	(157,058)	20,539
Grant receivable	–	1,550,000
Inventory	706,157	1,997,960
Prepaid expenses	5,792	(7,742)
Accounts payable and accrued expenses	181,794	(184,665)
Deferred revenue	22,500	–
Net cash (used) provided by operating activities	(2,004,208)	2,137,720
Cash flows from investing activities:		
Related party transfer, net of cash	(47,535)	–
Purchases of fixed assets	(605,154)	(340,208)
Purchases of investments, net	(4,202,624)	(6,171,985)
Net cash used by investing activities	(4,855,313)	(6,512,193)
Cash flows from financing activities:		
Restricted donations	1,801,686	861,561
Contributions of net assets from a related party	126,290	–
Net cash provided by financing activities	1,927,976	861,561
Net decrease in cash, cash equivalents and restricted cash	(4,931,545)	(3,512,912)
Cash, cash equivalents and restricted cash, beginning of year	9,519,036	13,031,948
Cash, cash equivalents and restricted cash, end of year	$ 4,587,491	$ 9,519,036
Noncash investment and financing activities:		
Right-of-use assets and operating liabilities recorded upon adoption of ASC 842	$ 160,074	$ –
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 377,590	$ –

See accompanying notes.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

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

During 2023, Catholic Charities transferred one of its programs, Caregivers, to the Food Bank. Caregivers serves the elderly and disabled population in the greater Manchester, New Hampshire community. The program was transferred over at its carrying value, which included the following balances: (1) cash of $78,755, (2) prepaid expenses of $3,500, (3) fixed assets, net, of $44,035 and (4) certain restricted net assets of $126,290.

Basis of Presentation

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

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Food Bank, or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. The Food Bank does not have any donations which are perpetual in nature at March 31, 2023 or 2022.

Use of Estimates

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

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

Cash and Cash Equivalents

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

Catholic Charities maintains a centralized operating account which receives and disburses cash for all of its wholly-owned agencies and funds. This account had a balance of $18,424,000 and $29,562,009 at March 31, 2023 and 2022, respectively, of which $4,171,670 and $9,144,784 represents the Food Bank's portion at March 31, 2023 and 2022, respectively. This balance has been included in cash and cash equivalents in the accompanying financial statements, and includes cash and cash equivalents both with and without donor restrictions.

Accounts Receivable

Accounts receivable are due from nonprofit agencies and organizations and are reported at their estimated net collectible amounts. Management evaluates outstanding accounts receivable based on an analysis of the aging and the status of the accounts, and establishes an allowance for doubtful accounts as a charge to operations through bad debt expense. Uncollectible accounts are charged off against the allowance for doubtful accounts. Delinquency status is determined based on contractual terms. The Food Bank does not generally require collateral for the extension of credit. Management of the Food Bank determined that no allowance for doubtful accounts was required at March 31, 2023 and 2022.

Revenue Recognition

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

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

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

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

In June 2022, the Food Bank was notified that it had been awarded approximately $880,000 in grant funding under the Local Food Purchase Assistance Cooperative Agreement Program (the Program). Under the Program, the NH Department of Agriculture, Markets and Food (NHDAMF) will collaborate with the Food Bank and its partners on the expansion of NH Feeding NH. NHDAMF will subaward procurement activities for this grant to the Food Bank, which will use its NH Feeding NH program to distribute funds to its network of more than 400 partner agencies. The Program's funding is expected to be expended over a two-year period and the funding is received on a reimbursement basis. During fiscal year 2023, the Food Bank expended and recognized approximately $306,000 in funding related to this award.

During fiscal year 2023, the Food Bank was notified that it had been earmarked for approximately $947,000 in federal grant funding under the Administration for Children and Families Congressionally Directed Community Projects to be used for the Food Bank's mobile pantry program. The Food Bank formally applied for the earmarked funds in fiscal year 2024 and, as such, no amounts are recorded in the accompanying financial statements.

Inventory

Inventory consists primarily of food and product which is purchased for resale by the Food Bank and product which is donated. Inventory values for purchased products are stated at the lower of cost or net realizable value. Donated inventory items are valued at the estimated average wholesale value of one pound of donated product as outlined in the "Product Valuation Survey Methodology," prepared by Feeding America, of which the Food Bank is a member. The Food Bank may provide for an allowance for obsolescence based on specific review and historical loss factors. Management determined that no allowance for inventory obsolescence was required at March 31, 2023 and 2022.

Fixed Assets

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

The Food Bank provides for depreciation of its fixed assets on the straight-line method by charges to expense in amounts estimated to recover the initial carrying value of the assets over their estimated useful lives. Depreciation expense was $149,688 in 2023 and $119,414 in 2022.

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

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

Investments

Investments are carried at fair value in the accompanying statements of financial position. See note 10 for fair value measurement disclosures for investments. Catholic Charities maintains a centralized investment fund which receives and pools all of the money received, and invests in various securities in accordance with Catholic Charities' investment policy. The Food Bank also maintains its own investment fund (see note 10). Catholic Charities and the Food Bank classify their investments as trading securities. Investment loss (including realized and unrealized gains and losses on investments, interest and dividends) is included as a component of the change in net assets without donor restrictions unless the income is restricted by donor or law. The investment income or loss of the pooled investment fund is allocated to the Food Bank based on its percentage share of the total fund. At March 31, 2023 and 2022, the fair value of the Food Bank's portion of the pooled investment fund was $142,242 and $150,780, respectively. Investment (losses) gains allocated to the Food Bank totaled $(11,879) and $951 for the years ended March 31, 2023 and 2022, respectively. Net investment loss for the Food Bank for the year ended March 31, 2023 includes $395,582 of realized and unrealized losses. Net investment loss for the Food Bank for the year ended March 31, 2022 includes $324,148 of realized and unrealized losses.

Investments that individually exceed 10% of total investments include two U.S. treasury bills at March 31, 2023 and the Vanguard Total Stock Market Exchange Traded Fund at March 31, 2022.

Donated Goods and Services

Donated goods and services are reported as support at estimated fair value at the date of the gift. During the years ended March 31, 2023 and 2022, the Food Bank received approximately $21,142,000 and $19,556,000, respectively, of donated product. The approximate average wholesale value of one pound of donated product at the national level, which was determined to be $1.92 in 2023 and $1.79 in 2022, was based on a study performed by Feeding America, of which the Food Bank is a member.

Food donations are reported as a program expense when the food is distributed to local distribution centers and needy individuals. During the years ended March 31, 2023 and 2022, the Food Bank distributed approximately $20,229,000 and $18,690,000, respectively, of donated product.

Exclusive of the donated food, other in-kind donations and services for which fair value can be validated and requiring special expertise have been reflected in the accompanying financial statements at their estimated fair value. For the years ended March 31, 2023 and 2022, the Food Bank received approximately $310,000 and $208,000 in other donated goods and services, respectively.

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

All donated services and assets were utilized by the Food Bank's programs and supporting services. There were no donor-imposed restrictions associated with the donated services and assets.

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

Restricted Support

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

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

	2023	2022
Subject to expenditure for specified purposes:		
Food purchases and distribution	$1,150,990	$1,103,753
Training and education	161,692	154,299
SNAP program	394,579	365,223
Summer feeding program	132,109	43,382
Transportation	120,680	71,142
Mobile food pantry	300,958	245,803
Partner agency support	1,286,975	1,262,664
Caregivers	3,377	–
	$3,551,360	$3,246,266

Net assets totaling $1,622,882 and $2,649,188 were released from donor restrictions for the years ended March 31, 2023 and 2022, respectively, due to the satisfaction of donor restrictions.

Functional Allocation of Expenses

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

Advertising

It is the Food Bank's policy to expense advertising costs as incurred. Advertising costs were $95,424 and $42,820 in 2023 and 2022, respectively.

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

Income Taxes

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

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

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases*. The standard, including subsequently issued amendments, collectively referred to as ASC 842, *Leases*, established the principles that lessees and lessors will apply to report useful information to users of financial statements about the amount, timing and uncertainty of cash flows arising from a lease. The Food Bank adopted this standard using the modified retrospective transition approach as applied to leases existing as of or entered into after the adoption date (April 1, 2022) in fiscal year 2023. See note 5 for a discussion of the Food Bank's adoption of this standard and its impact on the financial statements and related disclosures.

At inception of a contract, the Food Bank determines if a contract meets the definition of a lease. A lease is a contract, or part of a contract, that conveys the right to control the use of identified property, plant, or equipment (an identified asset) for a period of time in exchange for consideration. The Food Bank determines if the contract conveys the right to control the use of an identified asset for a period of time. The Food Bank assesses throughout the period of use whether the Food Bank has both of the following: (1) the right to obtain substantially all of the economic benefits from the use of the identified asset and (2) the right to direct the use of the identified asset. This determination is reassessed if the terms of the contract are changed. Leases are classified as operating or finance leases based on the terms of the lease agreement and certain characteristics of the identified asset. Right-of-use assets and lease liabilities are recognized at lease commencement date based on the present value of the minimum future lease payments.

The Food Bank leases facilities for the operation of its warehouse from Catholic Charities (as further discussed in note 3), as well as various vehicles under noncancellable operating leases. The Food Bank's policy is to not record leases with an original term of twelve months or less on its statement of financial position. The Food Bank recognizes lease expense for these short-term leases on a straight-line basis over the lease term.

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

Certain lease agreements may include rental payments that are adjusted periodically for inflation or other variables. In addition to rent, the leases may require the Food Bank to pay additional amounts for taxes, insurance, maintenance and other expenses, which are generally referred to as non-lease components. Except for when the costs are fixed, such adjustments to rental payments and variable non-lease components are treated as variable lease payments and recognized in the period in which the obligation for these payments was incurred. Variable lease components and variable non-lease components are not measured as part of the right-of-use asset and liability. Only when lease components and their associated non-lease components are fixed are they accounted for as a single lease component and recognized as part of a right-of-use asset and liability. Total contract consideration is allocated to the combined fixed lease and non-lease component. This policy election applies consistently to all asset classes under lease agreements.

The Food Bank's leases may contain clauses for renewal at the Food Bank's option with renewal terms. Payments to be made in option periods are recognized as part of the right-of-use lease assets and lease liabilities when it is reasonably certain that the option to extend the lease will be exercised or the option to terminate the lease will not be exercised, or is not at the Food Bank's option. The Food Bank determines whether the reasonably certain threshold is met by considering contract, asset, market, and entity based factors.

The Food Bank's lease agreements do not contain any significant residual value guarantees or material restrictive covenants imposed by the leases.

The Food Bank subleased certain space to a related party as further discussed in note 3 during fiscal year 2022. Sublease activity is not material to the financial statements.

Recent Accounting Pronouncements

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

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through July 12, 2023, which is the date the financial statements were available to be issued.

2. Liquidity and Availability

At March 31, 2023, the Food Bank has approximately $1,256,000 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditure. These financial assets consist of cash of approximately $1,036,000 and accounts receivable of approximately $220,000. None of these financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Food Bank's goal is generally to structure its financial assets to be available as its general expenditures, liabilities and other obligations become due. As part of its liquidity plan, excess cash is invested in short-term investments. In the event of an unanticipated liquidity need, the Food Bank could request, if necessary, contributions from Catholic Charities.

3. Related Party Transactions

In previous years, Catholic Charities conducted a capital campaign to raise funds to defray costs associated with the purchase and renovation of a warehouse used by the Food Bank. The warehouse, improvements made to the property and fixed equipment are considered to be assets owned by Catholic Charities' home office. The related expenses and depreciation expense for these assets are included in the home office accounts of Catholic Charities. Based on the estimated market rate for similar space, the Food Bank pays rent to the home office for use of the facility under a one-year lease agreement. Rent expense was $494,000 and $345,000 for the years ended March 31, 2023 and 2022, respectively.

During the year ended March 31, 2022, the Food Bank leased a portion of their building to Caregivers, a program of Catholic Charities. There was no formal lease agreement. The total rent revenue was $30,000 for the year ended March 31, 2022. As discussed in note 1, this program was transferred to the Food Bank in 2023.

4. Retirement Plan

Catholic Charities has a contributory defined contribution retirement plan. The Food Bank's eligible employees may participate in this plan by deferring a portion of their pay as plan contributions. The Food Bank also makes contributions to the plan equal to 3% of the eligible employees' gross wages. The total expense for the years ended March 31, 2023 and 2022 was approximately $79,000 and $57,000, respectively.

5. Leases

The Food Bank has various leases as further discussed below. ASC 842 became effective for the Food Bank on April 1, 2022 and was adopted using the modified retrospective method for all leases that had commenced as of the effective date, along with certain available practical expedients. The Food Bank elected to recognize any effects of applying the new standard as a cumulative-effect adjustment to the opening balance of net assets in the period of adoption, which there were none. In addition, the Food Bank elected to adopt the package of practical expedients permitted under the transition guidance within the new standard. The practical expedient package applied to leases that commenced prior to the effective date of the new standard and permits a reporting entity not to: i) reassess whether any expired or existing contracts are or contain leases, ii) reassess the historical lease classification for any expired or existing leases, and iii) reassess initial direct costs for any existing leases. The reporting results for 2023 reflect the application of ASC 842 guidance while the historical results for 2022 were prepared under the guidance of ASC 840. The adoption of the new standard did not have a significant impact upon the Food Bank's statements of activities and cash flows. The adoption of the new standard resulted in the following impact: the recording of right-of-use assets and corresponding lease liabilities pertaining to the Food Bank's operating leases on the accompanying 2023 statement of financial position.

Operating Leases

The Food Bank leases facilities for the operation of its warehouse from Catholic Charities (as further discussed in note 3). Based on an analysis of this lease, the Food Bank determined this lease meets the definition of a short-term lease under ASC 842 and has made the accounting policy election under ASC 842 to not apply the recognition requirements under ASC 842 to short-term leases. Consequently, the Food Bank did not recognize the right-of-use asset and lease liability arising from this lease. The unamortized balance of leasehold improvements as of March 31, 2023 was $526,053. The remaining economic life of the leasehold improvements ranges from 5 to 25 years.

The Food Bank also leases various vehicles under noncancellable operating leases. The monthly payments on the vehicles ranged from $2,009 to $2,363 during 2023 and expire at various dates through June 2029.

Right-of-use lease assets and lease liabilities are reported in the Food Bank's 2023 statement of financial position as follows:

Operating lease right-of-use assets	$453,727
Current portion of operating lease liabilities	$ 94,670
Operating lease liabilities, less current portion	367,487
Total operating lease liabilities	$462,157

The components of operating lease costs for fiscal year 2023 were as follows:

Operating lease costs	$100,463
Short-term lease costs (all to related parties)	494,000
Total lease costs	$594,463

5. Leases (Continued)

Supplemental cash flow information for the year ended March 31, 2023 is as follows:

Operating lease – operating cash flows (fixed payments)	$ 92,033
Operating leases – right-of-use assets and operating lease liabilities recorded under adoption of ASC 842	160,074
Operating leases – right-of-use assets obtained in exchange for new operating lease liabilities	377,590

Lease Term and Discount Rate

Lease terms and discount rates are as follows as of March 31, 2023:

Weighted-average remaining lease term in years	5.28
Weighted-average discount rate	4.0%

At the lease commencement date, the discount rate implicit in the lease is used to discount the lease liability if readily determinable. If not readily determinable or leases do not contain an implicit rate, the Food Bank uses its incremental borrowing rate.

As of March 31, 2023, maturities of operating lease liabilities for each of the following five years and a total thereafter were as follows:

2024	$111,449
2025	104,378
2026	84,379
2027	64,016
2028	65,970
Thereafter	85,160
Total minimum future lease payments	515,352
Less imputed interest	(53,195)
Total lease liabilities	$462,157

5. Leases (Continued)

As of March 31, 2022, the following is a summary of future minimum lease payments for the remaining lease years ending March 31:

2023	$ 46,996
2024	46,996
2025	28,683
2026	25,020
2027	25,020
Thereafter	31,275
	$203,990

Lease payments totaled approximately $69,000 in 2022, excluding the related party lease payments discussed in note 3.

6. Compensated Absences

The Food Bank has a policy whereby employees earn days of compensated absence, based upon length of employment. It is the Food Bank's policy to accrue for these compensated absences as the time is earned. An accrual for compensated absences, inclusive of vacation, earned but not taken, of $98,537 in 2023 and $82,004 in 2022, has been included in the accompanying financial statements.

7. Insurance

The Food Bank pays premiums for liability and automobile insurance to the Diocese of Manchester ("the Diocese"), an organization related to Catholic Charities through common governance. The Diocese is self-insured up to a maximum amount per occurrence and has secured insurance to provide for losses over this amount. The premiums are expensed by the Food Bank over the term of coverage. Total liability and automobile insurance billed by the Diocese and included in insurance expense in the accompanying financial statements was approximately $45,000 and $36,000 in 2023 and 2022, respectively.

8. Major Suppliers

As a member of Feeding America, the national network of food banks, the Food Bank gains access to otherwise unattainable food donations and potential funding. The Food Bank is able to use the national resources of Feeding America to negotiate wholesale food prices and supply their agencies with high-value items at a substantial discount. Partner retailers who only donate to Feeding America members made food donations to the Food Bank totaling approximately $12,442,000 and $12,253,000 for the years ended March 31, 2023 and 2022, respectively. These donations represented approximately 58% and 62% of the total donated food received for the years ended March 31, 2023 and 2022, respectively.

9. Contingencies

Catholic Charities has provided a self-subordinating mortgage deed on certain real property used by the Food Bank, in accordance with a grant from the New Hampshire Community Development Finance Authority. In accordance with the grant, the mortgage shall self-amortize, on a straight-line basis, over a ten-year period beginning on December 31, 2012. The mortgage deed was fully amortized as of December 31, 2022.

10. Fair Value Measurements

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

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

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

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

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

As discussed in note 1, Catholic Charities maintains a pooled investment fund which is allocated to its various agencies. The Food Bank's allocation of the pooled investment fund consists exclusively of level 1 mutual funds totaling $142,242 and $150,780 at March 31, 2023 and 2022, respectively.

10. Fair Value Measurements (Continued)

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

	Level 1	Level 2	Level 3	Total
2023				
Cash and cash equivalents	$ 159,096	$ –	$ –	$ 159,096
U.S. Government and agency obligations	–	3,046,841		3,046,841
Equity mutual funds	2,230,042	–	–	2,230,042
International equity mutual funds	874,814	–	–	874,814
Fixed income mutual funds	854,759	–	–	854,759
Exchange traded funds – other	507,504	–	–	507,504
Exchange traded funds – equity	1,984,700	–	–	1,984,700
Investments at fair value	$6,610,915	$3,046,841	$ –	$9,657,756
2022				
Cash and cash equivalents	$ 1,112	$ –	$ –	$ 1,112
Equity mutual funds	1,709,911	–	–	1,709,911
International equity mutual funds	764,229	–	–	764,229
Fixed income mutual funds	860,619	–	–	860,619
Exchange traded funds – other	563,411	–	–	563,411
Exchange traded funds – equity	1,942,894	–	–	1,942,894
Investments at fair value	$5,842,176	$ –	$ –	$5,842,176

CATHOLIC CHARITIES
NEW HAMPSHIRE

BOARD OF TRUSTEES 2023-2024

Most Reverend Peter A. Libasci (Chair)
Bishop of Manchester
153 Ash Street
Manchester, NH 03105-0310

Very Rev. Jason Jalbert (Vicar General)
Diocese of Manchester
153 Ash Street
Manchester, NH 03105-0310

Russ Ouellette (Vice Chair)
Sojourn Partners
262 S. River Road, Suite 201
Bedford, NH 03110

Dr. Susan Huard (Deputy Vice Chair)
1465 Hooksett Road, Unit 1028
Hooksett, NH 03106

E.J. Powers (Secretary)
Montagne Communications
814 Elm Street, Suite 205
Manchester, NH 03101

Patrick H. Ford, III (Treasurer)
Lodging Econometrics
500 Market Street, Suite 13
Portsmouth, NH 03801

Thomas E. Blonski (President and CEO)
Catholic Charities New Hampshire
100 William Loeb Drive, Unit 3
Manchester, NH 03109

Dean Christon
344 Ledgewood Road
Manchester, NH 03104

Adam Coughlin
15 Wentworth Drive
Bedford, NH 03110

Kate Baker Demers
444 Walnut Street
Manchester, NH 03104

Dr. Kevin Desrosiers
58 Tirrell Road
Bedford, NH 03110

Nick Gray
1650 Elm Street, Suite 401
Manchester, NH 03102

Tina Legere
300 River Road, Unit 609
Manchester, NH 03104

Jeff McLean
975 Banfield Road
Portsmouth, NH 03801

Catharine Mirabile
CGI Business Solutions
5 Dartmouth Drive
Auburn, NH 03032

Ken Senus
6 Misty Lane
Londonderry, NH 03053

David Wenger
Bank of America
100 Federal St.
Boston, MA 02110

Jessica E. Newnan

EXPERIENCE

NH Feeding NH Program Coordinator at NH Food Bank *September 2022-Present*

- Program Administration-Training and Education, Application Evaluation, Data Management
- Procurement-Local Food Purchasing, Farm Relationship Management, Inventory Allocation
- Financial Management-Grant Reporting, Budget Creation, Data Analysis
- Program Development-Strategic Planning, Food Systems Networking, Program Sustainability

Local Food Coordinator at Merrimack County Conservation District *2017-2023*

- Fundraising-Sponsorships and Grants at the Federal, State, and Local Level
- Gleaning Coordination-Collection, Distribution, Data Management, and Volunteer Management
- Garden Management-Technical Assistance, Garden Maintenance, Educational Programming
- Database Management-QuickBooks, FM Tracks, and NH Gleans Database

Owner of Tiger Lily Terrafarming *2021-2023*

- Financial Management, Customer Service, Website Development and Marketing
- Garden Design, Planting, and Maintenance

Proposal Manager for Connecticut River Valley Bioregional Collaborative *Dec. 2020 -Jan. 2021*

- National Science Foundation Guidelines Compliance, Project Strategy, Proposal Oversight

Landscape Gardener at Bayberry & Co. *July 2020-December 2020*

- Garden Building and Maintenance-Pruning, Weeding, Planting

Landscape Gardener at Rebecca Hoffman Fine Gardening *August 2019-December 2019*

- Garden Building and Maintenance-Pruning, Weeding, Planting, Compost Application

Program Coordinator of New American Sustainable Agriculture Project at Organization for Refugee and Immigrant Success *2018- 2019*

- Financial Management-Grant Reporting, Budget Creation, Data Tracking
- Farm Business Management-Market Connections, Customer Service, Profit and Loss Analysis
- Farmer Education-Curriculum Planning, Workshop Coordination and Teaching, Creation of Revenue Predictive Farm Planning Tool

Farmhand at Hazelton Orchards *2017- 2018*

- Fieldwork-Harvesting, Orchard Maintenance, Pruning, Inventory Management

Project Fellow for NH Food Alliance *2015-2017*

- Network Engagement-Website and Database Management, Blog Curation, Event Promotion
- Event Coordination-Community Outreach, Resource Preparation, Organization
- Administrative Support-Meeting Recordkeeping, Report Writing, Graphic Design
- Social Media Management-Facebook, ListServ, Newsletter

Farmhand at White Cedar Farm *2014-2016*

- Fieldwork, Customer Service, Inventory Management, Training New Employees

Administrative Intern at Durham Fire Department *2013-2015*

- Database Management, Archive Digitization, File Management, Administrative Support

EDUCATION

University of New Hampshire-Durham, NH *Class of 2017*

- B.S. in Sustainable Agriculture and Food Systems, Dual Major in EcoGastronomy
- Thesis-More Than Food: An Analysis of Multidimensional Relationships in Our Food System
- GPA: 3.96, Honors Program, Hamel Scholars, Dean's List
- Graduated Summa Cum Laude with University Honors

Southern New Hampshire University-Online *Class of 2023*

- MBA in Entrepreneurship
- GPA: 4.0, Honor Roll

CERTIFICATIONS AND RELATED SKILLS

- Produce Safety Alliance Grower Training Certification
- 150-Hour TEFL/TESOL Master Class
- Foreign Languages: Conversational Spanish, Basic Italian, Basic American Sign Language

GRANT WRITING

- *Improving Aquatic Organism Passage at Rocky Pond*-NH SCC Conservation Grant Program (2022)
- *Making No-Till Practices Accessible Through Rental Equipment* – NH SCC Conservation Grant Program (2022)
- *Merrimack County New Hampshire Cover Crop Seed Production Feasibility Study*-Northeast SARE (2021)
- *Harmony Lane/Rocky Pond Outlet Culvert Replacement*-Aquatic Resource Mitigation Grant-NH Department of Environmental Services (2020)
- *Helping Farmers Reach Customers Through Online Retail*-Specialty Crop Block Grant Program-NH Department of Agriculture/USDA Agricultural Marketing Service (2020)
- *Addressing Food Insecurity Through Gleaning and Gardening in Merrimack County*-NH Children's Health Foundation Grant (2020)
- *Strengthening Food Security with Local Foods in New Hampshire through Enhanced Gleaning*-Community Food Project-USDA National Institute of Food and Agriculture (2018)
- *NH Gleans Funding 2018*-The Junior Service League of Concord (2018)

New Hampshire Catholic Charities d/b/a New Hampshire Food Bank
New Hampshire Feeding New Hampshire

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Jessica Newnan	NH Feeding NH Program Coordinator	$49,725/year

G&C

RQ No.: 224905

Date: 10-4-22 WU No.: 12153026

Item No.: #18 PO No.: 10889466

New Hampshire
Department of Agriculture, Markets & Food

Shawn N. Jasper, Commissioner

September 14, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets & Food, Division Agricultural Development to enter into a **Sole Source** contract with the Catholic Charities of New Hampshire, NH Food Bank, VC #177165 Manchester, NH, in the amount of $880,000, for purchase food for the NH Feeding NH program. Effective upon Governor and Council through May 31, 2024, **100% Federal Funds**

Funds are available in the following account:

02-18-18-185010-11820000-Local Food Purchase Assistance

		FY 2023
072-500575	Grants Federal	$880,000

EXPLANATION

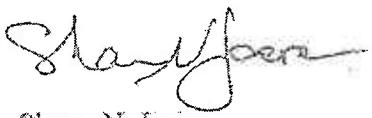
New Hampshire Department of Agriculture, Markets & Food, Division of Agricultural Development requests this **sole source** contract with Catholic Charities of NH because of the 38 years of experience distributing food to underserved families and individuals in NH. Their infrastructure and network of over 200 partner agencies and their experience working with NH farmers as part of the New Hampshire Feeding New Hampshire program demonstrates their unique qualifications to partner with the Department of Agriculture, Markets & Food as a sub-awardee of the USDA Local Food Purchase Assistance Cooperative Agreement Program. There is no other entity that would qualify to carry out this project for the benefit of NH Agriculture and food-insecure in our state.

Funding will be used to expand current efforts to purchase vegetables, fruit, and other produce, dairy and meat from local farmers and distribute it to NH Food Bank partner agencies wishing to participate, including homeless shelters, soup kitchens, food pantries, schools and after-school programs, senior centers and more.

Funds for this program were approved through Fiscal Committee on September 9, 2022 item FIS 22-276 and Governor and Council on September 21, 2022, item #48 for NH Feeding NH program in the amount of $900,000.

In the event that federal funds become no longer available, general funds will not be requested to support the program expenditures.

Respectfully Submitted,



Shawn N. Jasper
Commissioner

FORM NUMBER G-1 (version 11/2021)

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Division of Agricultural Development		1.2. State Agency Address 25 Capitol St, Concord NH 03301	
1.3. Grantee Name Catholic Charities of NH, NH Food Bank		1.4. Grantee Address 100 William Loeb Dr Unit 3, Manchester NH 03109	
1.5 Grantee Phone # 603-669-3030	1.6. Account Number	1.7. Completion Date MAY 31, 2024	1.8. Grant Limitation $ 880,000
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 Thomas Blonski		1.12. Name & Title of Grantee Signor 1 President + CEO, Thomas Blonski	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Shawn N. Jasper		1.14. Name & Title of State Agency Signor(s) Shawn N. Jasper Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: /s/ Stacie M. Moser Assistant Attorney General, On: 09/16/2022			
1.16. Approval by Governor and Council (if applicable) By: On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

9/12/22

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date")

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

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

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

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

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

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

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

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

7. RECORDS and ACCOUNTS.

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

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions.

8. PERSONNEL.

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

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

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

9. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT; REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

4/12/13

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

17. INSURANCE.

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

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

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

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

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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

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

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

9/12/22

Exhibit A

If the date for commencement for Exhibit A precedes the Effective Date all services performed by the Grantee between the commencement date and the Effective Date shall be performed at the sole risk of the Grantee and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for any costs incurred or services performed.

Exhibit B

The Grantee shall utilize awarded Local Food Purchase Assistance Cooperative Agreement Program funds to expand their NH Feeding NH program. The Grantee will distribute funds to its network of more than 400 partner agencies who, in turn, will purchase vegetables, fruit, and other produce, dairy, and meat from at least 170 identified producers. The grantee will also conduct forward contracting and year-end bulk purchases with NH farmers.

Outcomes expected via detailed work plan provided:

- The Grantee will purchase approximately 234,000 pounds of food per year through its existing NH Feeding NH program, with produce accounting for 50% of purchased food, and meat and fish accounting for 25% of purchased food. The Grantee will accomplish this through "forward contracting" with producers; distributing funds to partner agencies for direct purchasing during the growing season from these producers; and bulk purchasing of producers' remaining inventory at the end of the growing season. In this case, "forward contracting" means we will forge agreements with producers to purchase their products in advance of them being ready for market.
- The NHFB will leverage its existing network of 400 partner agencies by distributing funds to select agencies. The Grantee expects 200+ agencies to participate through NH Feeding NH with an additional 143 agencies will be able to order food purchased through this program for a total of 343 agencies engaged.

All project work shall be managed by the grantee who shall be responsible for all project development and oversight, per the terms of the grant application approved by USDA. This includes adhering to applicable federal grant uniform administrative requirements as specified in the Code of Federal Regulations as follows:

- Grant funds awarded to state, local, and Tribal governments; public and private colleges and universities; and non-profit organizations are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR part 200 and 2 CFR part 400.
- Grant funds awarded to federal government entities are subject to the Uniform Administrative Requirements and Cost Principles for Federal Awards contained in 2 CFR part 200 and 2 CFR part 400.

Initials _____

Date 9/12/22

- Grant funds awarded to For-Profit Organizations are subject to the Uniform Administrative Requirements contained in 2 CFR part 200 and 2 CFR part 400, and the Cost Principles contained in the Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations, codified at 48 CFR 31.2.
- Recipients are responsible for the consistent application of the Federal regulations to the SCBGP grant funds. Recipients are responsible for ensuring their contractors/consultants comply with the Federal regulations.
- The CFR is accessible on the National Archives and Records Administration website and in the Electronic Code of Federal Regulations at www.ecfr.gov.

Prior Approval Requirements: To make any changes to this project (including, but not limited to, scope of work, budget, equipment purchase, rental, contractor rates, key personnel, etc.) the grantee must submit a written request detailing the desired changes and obtain written approval from the Director Division of Agricultural Development. Some changes may also require approvals from the US Department of Agriculture, Agricultural Marketing Service.

Reporting/Monitoring: The Grantee will submit interim and final reports to demonstrate progress made toward the completion of project goals, objectives, and outcomes, as well as overall financial status in accordance with AMS Grants Division General Terms and Conditions. Grantee may be subject to monitoring site visits from the NH Department of Agriculture, Markets & Food, or the US Department of Agriculture.

Records: Record retention and accessibility is governed by 2 CFR 200.333 and 200.337. Recipient must retain financial records, project records, and supporting documents for a period of three years from the date the Grant Agreement is closed or until final resolution of any litigation related to the grant.

State, local, and tribal governments, non-profit organizations, and institutions of higher education that expend more than $750,000 annually in Federal awards must comply with the single audit requirements contained in 2 CFR 200 Subpart F, and are required to submit a copy of the single audit report to OGA.

Acknowledgement: Recipients are strongly encouraged to acknowledge USDA-AMS support through oral or written presentation. If the recipient chooses to add an acknowledgement of support, it must read as follows: *Funding for [Project or Publication] was made possible by the U.S. Department of Agriculture's (USDA) Agricultural Marketing Service through grant [Insert Agreement Number]. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USDA.*

Initials _____

Date 9/12/22

Exhibit C

The grant amount shall not exceed $880,000.00. All expenditures must be made as per the approved scope of work and budget.

Copies of receipts for any new project expenditures must also be submitted. Invoices must be approved by the Director, Division of Agricultural Development.

The grantee shall be paid within 30 days of submission of an invoice detailing work done or work to be completed with the funds based on terms of the project and approval by Director, Division of Agricultural Development.

Initials _____

Date 9/12/22