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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

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May 9, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with New Hampshire Hunger Solutions, Inc. (VC #166659), Concord, NH, in the amount of \$338,000 to support local food access coalitions to reduce food insecurity, with the option to renew up to two (2) additional years, effective upon Governor and Council approval through June 30, 2027. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2024 and 2025, and is anticipated to be available in State Fiscal Years 2026 and 2027, 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.

05-95-090-900510-16280000 HEALTH AND SOCIAL SERVICES, DEPT HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, STRENGTHEN PH INFRASTRUCTURE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500589	Grants for Pub Asst and Relief	90162801	\$269,000
2025	074-500589	Grants for Pub Asst and Relief	90162801	\$69,000
2026	074-500589	Grants for Pub Asst and Relief	90162801	\$0
2027	074-500589	Grants for Pub Asst and Relief	90162801	\$0
			Total	\$338,000

EXPLANATION

This request is **Sole Source** because the Contractor is uniquely qualified to support the public health nutrition workforce statewide, as well as support local infrastructure enhancements through local food access coalition start-up funds, coalition activities, and focused trainings to reduce food insecurity. The Contractor is the only organization in the State solely focused on community coalition building, with proven experience and methods in place to build community-level infrastructure.

The purpose of this request is for the Contractor to establish up to eight (8) food access coalitions within local communities statewide, which either do not currently have local infrastructure or who need assistance in executing action steps to reduce hunger in their

community: The Contractor will provide training and technical support to food access coalitions and build infrastructure and capacity to ensure sustainable food access to local communities within the State. In addition, the coalitions will provide outreach to New Hampshire households through referrals and direct enrollment into food and nutrition programs.

The Contractor will prioritize activities in accordance with the New Hampshire State Action Plan to Reduce Hunger to ensure adequate funding and resources for sustainable activity. The Contractor will focus on the creation of coalition infrastructure, development of strategic plans, planning and implementation of a community needs assessment, and financial planning to maximize the long-term program benefits.

The Department will monitor services through:

- Review of the Contractor's monthly expenses to ensure funds are utilized for allowable expenses; and
- Ensuring coalition work plan updates include actions as specified in the State Action Plan.

As reference in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will be limited in its capacity to support local coalitions with funding, training, and technical assistance to support residents in accessing local food assistance.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.967, FAIN NE110E000077.

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

Respectfully submitted,



 Lori A. Weaver
Commissioner

Subject: Food Access Coalitions (SS-2024-DPHS-09-FOOD-01)

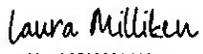
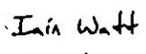
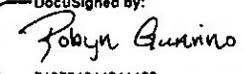
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name New Hampshire Hunger Solutions, Inc.		1.4 Contractor Address 100 N Main St, Suite 400 Concord, NH 03301	
1.5 Contractor Phone Number 603-225-2264	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$338,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 5/10/2024		1.12 Name and Title of Contractor Signatory Laura Milliken Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 5/10/2024		1.14 Name and Title of State Agency Signatory Iain Watt Interim Director - DPHS	
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:  On: 5/10/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials 
Date 5/10/2024

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

Contractor Initials 
Date 5/10/2024

**New Hampshire Department of Health and Human Services
Food Access Coalitions**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

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

**New Hampshire Department of Health and Human Services
Food Access Coalitions**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must support the public health workforce and provide community-level infrastructure enhancements through local food access coalition start-up funds, coalition activities, equity focused training, and technical support to reduce food insecurity statewide.
- 1.2. The Contractor must support the goals and objectives outlined in the New Hampshire State Health Improvement Plan (NH SHIP) through implementation of and adherence to the New Hampshire State Action Plan to Reduce Hunger (State Action Plan). Areas in the State Action Plan requiring support include:
 - 1.2.1. Policy;
 - 1.2.2. System and Environmental Change;
 - 1.2.3. Communications Access and Staff Cultural Competence;
 - 1.2.4. Community Engagement; and
 - 1.2.5. Organizational Policy Implementation.
- 1.3. The Contractor, with written approval from the Department, must select up to eight (8) local food access coalitions in New Hampshire to implement activities that aim to reduce food insecurity and hunger in their local community.
- 1.4. The Contractor, upon approval by the Department, must distribute a one-time financial award not to exceed a total of \$25,000 per state fiscal year to any one of the eight (8) selected local food access coalitions.
- 1.5. The Contractor must establish a multi-disciplinary team from the local community it serves to:
 - 1.5.1. Provide technical support to local food access coalitions on topics including, but not limited to:
 - 1.5.1.1. Salary/wages.
 - 1.5.1.2. Employee benefits.
 - 1.5.1.3. Educational supplies.
 - 1.5.1.4. Travel reimbursement.
 - 1.5.1.5. Budgetary planning.
- 1.6. The Contractor must work with healthcare and public health organizations to implement at least one (1) Providing Health Equity Training and/or Policy, System and Environment Training(s) based on needs assessment in coordination with the Department. Trainings may be provided to, but not limited to:
 - 1.6.1. Coalition staff.
 - 1.6.2. Healthcare staff.
 - 1.6.3. Community partners and public health practitioners.

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**New Hampshire Department of Health and Human Services
Food Access Coalitions**

EXHIBIT B

- 1.7. The Contractor may be requested to develop additional trainings in collaboration with the Department.
- 1.8. The Contractor must work with local food access coalitions and the Department to evaluate activities and outcomes noted in the State Action Plan.
- 1.9. The Contractor must organize and host the New Hampshire Food Access Coalition's (NHFAC) State Partnerships Improving Nutrition Equity (SPINE) work group with community partners, which will identify opportunities for coalitions to create policy, system and environment changes focused on common food program issues, including, but not limited to:
 - 1.9.1. Food and Nutrition Program Access.
 - 1.9.2. Community Clinical Linkages.
 - 1.9.3. Social Connectedness and the Culturally Effective Orgs Framework™.
 - 1.9.4. Policy and Procedures.
 - 1.9.5. Community Engagement.
 - 1.9.6. Communication Access and Language Assistance.
 - 1.9.7. Staff Cultural Competency and Workforce Inclusion.
 - 1.9.8. Data Collection and Analysis.
- 1.10. The Contractor must participate in monthly meetings with the Department's Food Access Coordinator or as otherwise specified by the Department.
- 1.11. The Contractor must participate in monthly status meetings with the Department, or as otherwise specified by the Department.
- 1.12. The Contractor may be required to facilitate quarterly file reviews conducted by the Department, or as otherwise specified by the Department.
- 1.13. The Contractor may be required to ensure staff participate in annual training on federal nutrition programs, as requested by the Department.
- 1.14. Staffing Requirements
 - 1.14.1. The Contractor shall provide and maintain a level of staffing necessary to perform and carry out all functions, requirements, roles, and duties as specified in this Agreement to support and lead community level infrastructure enhancements and local coalition building activities including, but not limited to:
 - 1.14.1.1. Communications and Policy Manager.
 - 1.14.1.2. Social Impact and Development Director.
 - 1.14.1.3. Community Engagement Director.
 - 1.14.1.4. Deputy Director.
 - 1.14.1.5. Executive Director.
 - 1.14.2. The Contractor must:

**New Hampshire Department of Health and Human Services
Food Access Coalitions**

EXHIBIT B

- 1.14.2.1. Ensure staff has sufficient training, education, experience, and orientation necessary to fulfill the requirements in this Agreement, and must verify and document this requirement has been met; and
- 1.14.2.2. Keep up-to-date records and documentation of all individuals requiring licenses and/or certifications. All records shall be available to the Department upon request.
- 1.14.2.3. Develop and submit a Staff Contingency Plan to the Department upon a change in key staff which must include:
 - 1.14.2.3.1. The process for replacement of personnel in the event of loss of key personnel or other personnel
 - 1.14.2.3.2. Allocation of additional resources to the Agreement in the event of inability to meet performance standards;
 - 1.14.2.3.3. Discussion of time frames necessary for obtaining replacements;
 - 1.14.2.3.4. Capabilities to provide, in a timely manner, replacement staff with comparable experience; and
 - 1.14.2.3.5. A method of bringing replacement staff up-to-date regarding the activities of this Agreement.

1.15. Background Checks

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

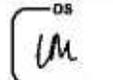
1.16. Reporting

- 1.16.1. The Contractor must submit monthly email reports to the Department which must include, but is not limited to:
 - 1.16.1.1. Number of coalitions engaged in the State Action Plan.
 - 1.16.1.2. List of coalitions by name, region and total funding awarded.
 - 1.16.1.3. Status of all coalition activities, broken down by individual coalition.
 - 1.16.1.4. Work Plan updates based on progress.
- 1.16.2. The Contractor must submit quarterly reports to the Department outlining successful completion of performance measures including, but not limited to:

**New Hampshire Department of Health and Human Services
Food Access Coalitions**

EXHIBIT B

- 1.16.2.1. Work Plan updates to implement the State Action Plan through local coalitions.
- 1.16.2.2. Confirmation that selected coalitions are utilizing funding in accordance with Department-approved budget line items.
- 1.16.3. The Contractor may be required to provide other key data and metrics to the Department in a format and frequency specified by the Department.
- 1.17. **Confidential Data**
 - 1.17.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
 - 1.17.2. The selected Vendor(s) must ensure any individuals involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.
- 1.18. **Contract End-of-Life Transition Services**
 - 1.18.1. **General Requirements**
 - 1.18.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
 - 1.18.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.


Date

**New Hampshire Department of Health and Human Services
Food Access Coalitions**

EXHIBIT B

- 1.18.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
 - 1.18.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.
 - 1.18.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
 - 1.18.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements. prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 1.18.2. Completion of Transition Services**
- 1.18.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 1.18.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 1.18.3. Disagreement over Transition Services Results**
- 1.18.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

**New Hampshire Department of Health and Human Services
Food Access Coalitions**

EXHIBIT B

- 2.1. The Contractor must comply with all Exhibit D, Federal Requirements, which are attached hereto and incorporated by reference herein.
 - 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
 - 2.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties.
- 3. Additional Terms**
- 3.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 3.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**
 - 3.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication 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 must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
 - 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
 - 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.

**New Hampshire Department of Health and Human Services
Food Access Coalitions**

EXHIBIT B

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

4. Records

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

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

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

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Food Access Coalitions**

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal Funds from the Strengthening New Hampshire Public Health Infrastructure, Workforce, and Data Systems grant, as awarded on November 29, 2022, by the Centers for Disease Control and Prevention (CDC), ALN 93.967, FAIN NE11OE000077.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR §200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.



**New Hampshire Department of Health and Human Services
Food Access Coalitions**

EXHIBIT C

7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. **Audits**
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A – The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B – The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.1.3. Condition C – The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.



Exhibit C-1, Budget

Contractor Name: New Hampshire Hunger Solutions, Inc.	
Budget Request for: Food Access Coalitions	
Budget Period: G&C Effective Date - 6/30/24 (SFY 2024)	
Indirect Cost Rate (if applicable): 10%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$69,000
2. Fringe Benefits	\$0
3. Consultants	\$138,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (Council Project Grants)	\$37,545
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$244,545
Total Indirect Costs	\$24,455
TOTAL	\$269,000

Contractor Initial: 

Exhibit C-2, Budget

Contractor Name:	New Hampshire Hunger Solutions, Inc.
Budget Request for:	Food Access Coalitions
Budget Period	7/1/24 - 6/30/25 (SFY 2025)
Indirect Cost Rate (if applicable)	10%
Line Item	
Program Cost - Funded by DHHS	
1. Salary & Wages	\$62,727
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$62,727
Total Indirect Costs	\$6,273
TOTAL	\$69,000

Contractor Initial: 

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: 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 CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, 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;

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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- 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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ocr/201009-0348-022/doc/20388401>
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, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials
Date

DS
[Signature]
5/10/2024

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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 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 (Agreement) 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 (l)(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 (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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;
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials
Date 5/10/2024

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

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

1. The UEI (SAM.gov) number for your entity is: C9DANMBC9BM3
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: _____

Contractor Name: NH Hunger Solutions

5/10/2024
Date: _____

DocuSigned by:
Laura Milliken
Name: Laura Milliken
Title: Executive Director

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. **Remote User Communication.** If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. **SSH File-Transfer Protocol (SFTP),** also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. **Wireless Devices.** If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit E
DHHS Information Security Requirements

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

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials 

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



New Hampshire Department of Health and Human

Exhibit F

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including ~~but not~~

Exhibit F

Business Associate Agreement
Page 1 of 5

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New Hampshire Department of Health and Human

Exhibit F

limited to all its directors, officers, employees, and agents; shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Exhibit F

Contractor Initials

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5/10/2024
Date



New Hampshire Department of Health and Human

Exhibit F

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to

Exhibit F

Contractor Initials

PHI in
m

5/10/2024

Date



New Hampshire Department of Health and Human

Exhibit F

accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:
<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

Exhibit F

Business Associate Agreement

Page 4 of 5

V 2.0

Contractor Initials

used,
m

Date 5/10/2024



New Hampshire Department of Health and Human

Exhibit F

- herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
- c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
- f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services
The State

DocuSigned by:
Iain Watt
07789263F0704C7

Signature of Authorized Representative

Iain watt

Name of Authorized Representative

Interim Director - DPHS

Title of Authorized Representative

5/10/2024

Date

NH Hunger Solutions

Name of the Contractor

DocuSigned by:
Laura Milliken
88110C70888A43A

Signature of Authorized Representative

Laura Milliken

Name of Authorized Representative

Executive Director

Title of Authorized Representative

5/10/2024

Date

Exhibit F

Contractor Initials *LM*

Date 5/10/2024

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE HUNGER SOLUTIONS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 23, 1988. 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: 135752

Certificate Number: 0006678766



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Raymond Burke, 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 NH Hunger Solutions
(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 May 1, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Laura Milliken, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of NH Hunger Solutions 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 was valid thirty (30) days prior to and 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: 5/6/24

Raymond Burke
Signature of Elected Officer
Name: Raymond Burke
Title: Secretary



NHHS Mission and Vision

Mission:

We advocate to end food insecurity, improve equitable access to nutritious food, and address hunger's root causes for all New Hampshire residents.

Vision:

Hunger is eliminated in New Hampshire

NEW HAMPSHIRE HUNGER SOLUTIONS, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2022

NEW HAMPSHIRE HUNGER SOLUTIONS, INC.

TABLE OF CONTENTS

	Page(s)
INDEPENDENT ACCOUNTANTS' REVIEW REPORT	1
FINANCIAL STATEMENTS -	
Statement of Financial Position.....	2
Statement of Activities and Changes in Net Assets.....	3
Statement of Cash Flows.....	4
Statement of Functional Expenses.....	5
NOTES TO FINANCIAL STATEMENTS	6-7

HENNESSEY & VALLEE PLLC

For Individual / Business / Non-profit

H&V

Professional Association / Accountants & Auditors

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
New Hampshire Hunger Solutions, Inc.
Concord, New Hampshire

We have reviewed the accompanying financial statements of New Hampshire Hunger Solutions, Inc., (a nonprofit organization), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of New Hampshire Hunger Solutions, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Hennessey & Vallee, PLLC
Hennessey & Vallee, PLLC
Concord, New Hampshire

March 29, 2023

NEW HAMPSHIRE HUNGER SOLUTIONS, INC.
STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2022 and 2021

	2022	2021
ASSETS		
Current Assets		
Cash	\$ 375,953	\$ 361,127
Prepaid expenses	-	1,236
Grant receivable	123,137	13,302
Total current assets	499,090	375,665
TOTAL ASSETS	\$ 499,090	\$ 375,665
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable and accrued expenses	\$ 10,966	\$ 9,770
Total current liabilities	10,966	9,770
Net Assets		
Net assets without restrictions	366,598	365,895
Net assets with donor restrictions	121,526	-
Total net assets	488,124	365,895
TOTAL LIABILITIES AND NET ASSETS	\$ 499,090	\$ 375,665

See Independent Accountants' Review Report and Notes to Financial Statements

NEW HAMPSHIRE HUNGER SOLUTIONS, INC.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2022

(with summarized totals for December 31, 2021)

	Net Assets		2022 Total	2021 Total
	Without Donor Restrictions	With		
REVENUE AND SUPPORT				
Grants	\$ 280,899	\$ 306,724	\$ 587,623	\$ 456,867
Contributions	32,719	-	32,719	118,453
Interest income	\$ 1,143	-	1,143	-
Miscellaneous	\$ 206	-	206	-
Total revenue	<u>314,967</u>	<u>306,724</u>	<u>621,691</u>	<u>575,320</u>
Net Assets Released from Restrictions:				
Restrictions satisfied by payments	<u>185,198</u>	<u>(185,198)</u>	<u>-</u>	<u>-</u>
TOTAL REVENUE AND SUPPORT	<u>500,165</u>	<u>121,526</u>	<u>621,691</u>	<u>575,320</u>
EXPENSES				
Program services	424,346	-	424,346	237,666
Management and general	61,462	-	61,462	24,188
Fundraising	13,654	-	13,654	11,484
TOTAL EXPENSES	<u>499,462</u>	<u>-</u>	<u>499,462</u>	<u>273,338</u>
INCREASE IN NET ASSETS	703	121,526	122,229	301,982
NET ASSETS - Beginning of Year	<u>365,895</u>	<u>-</u>	<u>365,895</u>	<u>63,913</u>
NET ASSETS - End of Year	<u>\$ 366,598</u>	<u>\$ 121,526</u>	<u>\$ 488,124</u>	<u>\$ 365,895</u>

See Independent Accountants' Review Report and Notes to Financial Statements

NEW HAMPSHIRE HUNGER SOLUTIONS, INC.
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 122,229	\$ 301,982
Adjustments to reconcile net change in net assets to net cash provided by (used in) operating activities:		
Increase (decrease) in:		
Prepaid expenses	1,236	(144)
Grant receivable	(109,835)	(13,302)
Security deposit	-	700
Accounts payable and accrued expenses	1,196	9,770
(Increase) decrease in:		
Deferred revenue	-	(127,048)
Net cash provided by operating activities	14,826	171,958
NET INCREASE IN CASH	14,826	171,958
CASH - Beginning of Year	361,127	189,169
CASH - End of Year	\$ 375,953	\$ 361,127
Supplemental Disclosure of Cash Paid:		
Cash paid for interest	\$ -	\$ -
Cash paid for income taxes	\$ -	\$ -

See Independent Accountants' Review Report and Notes to Financial Statements

NEW HAMPSHIRE HUNGER SOLUTIONS, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
PROGRAM SERVICES		
Wages	\$ 218,584	\$ 112,784
Payroll taxes	21,012	9,262
Consultants	116,567	19,975
Professional fees	22,619	46,438
Project costs	-	13,721
Office expense	19,397	6,232
Communications/Advertising	18,005	21,477
Travel	5,373	3,504
Insurance	-	2,404
Telephone	2,489	1,309
Memberships	300	313
Report fees	-	247
TOTAL PROGRAM SERVICES	424,346	237,666
MANAGEMENT AND GENERAL		
Wages	45,882	14,198
Payroll taxes	2,014	1,120
Consultants	5,100	-
Professional fees	1,099	7,239
Office expense	4,226	754
Travel	1,303	389
Insurance	580	267
Telephone	300	158
Memberships	608	35
Report fees	350	28
TOTAL MANAGEMENT AND GENERAL	61,462	24,188
FUNDRAISING		
Wages	-	10,000
Payroll taxes	-	818
Professional fees	432	-
Consultants	13,000	-
Office expense	189	550
Report fees	33	116
TOTAL FUNDRAISING	13,654	11,484
TOTAL EXPENSES	\$ 499,462	\$ 273,338

See Independent Accountants' Review Report and Notes to Financial Statements

NEW HAMPSHIRE HUNGER SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

New Hampshire Hunger Solutions, Inc. (the Organization), is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1954, as amended. The Organization is not a private foundation within the meaning of Section 509(a). The Organization was formed in 1988 to improve the lives of food insecure children. The Organization is dedicated to advocating for public initiatives that make a real difference.

Basis of Presentation and Method of Accounting

For financial statement purposes, the Organization utilizes the accrual method of accounting recognizing revenue when earned and expenditures when incurred.

Contributions

All contributions are considered to be available for unrestricted use unless they are specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as restricted support that increases those net asset classes. When a restriction expires (that is when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified to net assets without restrictions and reported in the Statement of Activities as net assets released from restrictions. Restricted contributions where restrictions are met in the same reporting period are recorded as unrestricted contributions.

Cash and Cash Equivalents

For purposes of reporting the Statement of Cash Flows, the Organization considers all Treasury bills, certificates of deposit, money market funds and all other liquid debt instruments purchased with a maturity date of 90 days or less to be cash equivalents.

Public Support and Revenues

The Organization receives funds from various grants and contributions.

Functional Expenditures

Expenses are charged to program services based on direct expenditures incurred.

Income Taxes

The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

The Organization's Federal Exempt Organization Income Tax Returns (Form 990) and the State of New Hampshire Annual Reports (Form NHCT-2A) for the years ended December 31, 2022, 2021 and 2020 are subject to examination by the IRS and by the State of New Hampshire generally for three years after they were filed.

NEW HAMPSHIRE HUNGER SOLUTIONS, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

**1. SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES (Continued)**

Presentation of Financial Statements

On August 18, 2016, the FASB issued ASU 2016-14 *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*. The Organization has adjusted the presentation of its financial statements accordingly. The new standards change the following aspects of the Organization's financial statements as follows:

- The temporarily and permanently restricted net asset classes have been combined into a single net asset class called "net assets with donor restrictions."
- The unrestricted net asset class has been renamed "net assets without donor restrictions".
- The financial statements include a new disclosure about liquidity and availability of resources (Note 2).

2. LIQUIDITY AND AVAILABILITY WITHIN ONE YEAR

The Organization has \$499,090 of financial assets available within one year of the Statement of Financial Position date to meet cash needs for general operating expenditures. This amount consists of the balance in their checking account and grant receivable.

The Organization has a goal to maintain financial assets on hand to meet 60 days of normal operating expenses, which are, on average, approximately \$85,000.

3. SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through March 29, 2023, the date the financial statements were available to be issued.



Board of Directors

1. **Jennifer Alford-Teaster** -Program Manager for Community Health at New London Hospital
2. **Heidi Barker** - UNH Extension Field Specialist, Health & Well-Being/Food Access
3. **Joanne Burke**- Chair - Nutrition & Food Systems Consultant, Retired UNH Professor Emerita
4. **Raymond Burke** -Secretary - Director, Energy & Utility Justice Project, Co- Director, Benefits Project, NH Legal Assistance
5. **Eileen Kelly** - Retired Chief of Staff, New Hampshire House of Representatives
6. **Sam Imlay** -Associate Research Scientist, The College Board
7. **John Manning** - Retired CEO Southwestern Community Services
8. **Jonathan Morgan**-Cyber Threat Researcher
9. **Terry Sturke** - Treasurer - Project Manager, Riverbend Community Mental Health, Inc.

Riona A. Corr



Professional Summary

Dedicated professional with 14 years of extensive experience in public health programs and initiatives, specializing in policy and advocacy, maternal and child health, social determinants of health, child and adult nutrition. Proven track record of leadership in managing federal nutrition programs, advocating for policy change, and fostering community partnerships to address health disparities at any stage of life. Passion to reduce barriers to hunger, education, literacy and healthcare by upstream approaches reducing poverty.

Education

- Bachelor of Science in Nutrition and Dietetics, Minor in Science
Marywood University, College of Health and Human Services, Scranton, PA (May 2010)

Work Experience

Deputy Director

NH Hunger Solutions

July 2023-Present

- Served as Chief of Staff to the Executive Director and Board of Directors, overseeing staff onboarding and offboarding.
- Managed Child Nutrition programs, including the School Breakfast Challenge and increasing participation in federal nutrition programs.
- Worked with NH Schools in Community Eligibility Provision 1,2,3 Technical Assistance; including: Collaborating with NH Department of Education and Local Business Administrators and Food Service Directors.
- Led food access coalitions across New Hampshire and collaborated with local, state, and federal agencies to address gaps in nutrition programs.
- Implemented staff development and training initiatives, fostering a culture of teamwork and accountability.
- Advocated for policy change, reduced barriers to programs, and secured funding through development partnerships and sponsorships.
- Recruited and coached individuals to testify at legislative committees, contributing to efforts to end hunger in New Hampshire.

Director of WIC Services

Greater Seacoast Community Health, d.b.a. Goodwin Community Health Center

Strafford and Carroll Counties, NH (June 2016-Present)

- Responsible for overseeing WIC, BFPC, and CSFP grants, including daily operations, staffing, budgeting, and grant writing.
- Played an integral role in the leadership team, community networks, and safety committees.
- Managed primary care nutritionist services and coordinated clinic operations, inventory, and IT equipment.

Supervisor and Nutrition Coordinator

Goodwin Community Health, WIC Program, Somersworth, NH (October 2012-June 2016)

- Managed daily operations of WIC and CSFP programs, including staff training, workflow development, and scheduling.
- Oversaw IT equipment, inventory management, and clinic procedures while ensuring compliance with program guidelines.
- Provided referrals and in-services to local agencies, hospitals, and doctor's offices regarding WIC services.
- Facilitated department meetings, events, and training sessions, and supervised primary care and prenatal nutritionists.

Clinic Nutritionist

Southern New Hampshire Services, INC., WIC Clinic, Manchester, NH (November 2010-October 2012)

- Conducted nutrition assessments, counseling, and education for program participants.
- Collected and analyzed hematological and anthropometric data, ensuring accurate participant records.
- Provided customer service and referrals to community and state programs, promoting holistic wellness.

Skills

- Project Management
- Program Management
- Policy and Advocacy
- Staff Development
- Budgeting and Grant Writing
- Community Engagement
- Nutrition Counseling
- Data Analysis
- Communication and Collaboration
- Presenting and Facilitating
- Event Coordination

Laura Milliken
Executive Director, NH Hunger Solutions



PROFESSIONAL EXPERIENCE:

NH Hunger Solutions, Executive Director, August 2020-present

Advocate at the local, state and federal levels to end food insecurity, improve equitable access to nutritious food, and address hunger's root causes for all New Hampshire residents. Fundraise and build partnerships and coalitions to support NHHS' organizational mission. Manage grants and budgets. Supervise employees and contractors. Provide administrative and operational support for NHHS Board of Directors. Lead public awareness campaign to end hunger in New Hampshire. Build support and connect food access coalitions across New Hampshire.

Spark NH Early Childhood Advisory Council, Director, 2011- 2020

Coordinated and led statewide, governor-appointed Early Childhood Advisory Council. Organized collective impact approach to improve and coordinate services for young children and their families. Successfully managed a complex structure of committees and task forces involving over 100 diverse stakeholders. Successfully raised over \$1,500,000 in grant funds. Responsible for creation of the first New Hampshire Comprehensive Strategic Plan for Early Childhood, grounded in engagement of stakeholders ranging from early childhood professionals and families to the Governor's office. Led public awareness campaign, including statewide events, over 100 public presentations, social media and press engagement. Led development of policy priorities and crafting of policy analysis white paper. Represented early childhood perspective on relevant committees including the Legislative Wellness and Primary Prevention Council and Lead Poisoning Prevention Stakeholder Group.

Legal Advice and Referral Center Contract Attorney, 2010- 2011

Counseled and advised low income clients telephonically in divorce, parenting, guardianship, termination of parental rights and other family law matters. Educated and empowered clients for *pro se* court appearances.

District Court Domestic Violence Coordinating Councils Coordinator, 1997 –1999,

Facilitated and provided technical support for interdisciplinary, diverse groups who came into contact with victims of domestic violence, including judges, attorneys, police, medical personnel, and social service providers. Helped Council to recommend and implement changes in infrastructure and policy. Helped draft legislation and testified in support in the New Hampshire Legislature. Assisted in planning statewide training conference.

New Hampshire Legal Assistance, Berlin, NH; Claremont, NH, Staff Attorney, 1992-1996

Represented indigent clients in civil matters in courts and before administrative agencies in matters involving domestic violence, child support, custody, housing, consumer protection, health and benefits. Strategized opposition to harmful child support and custody legislation. Conducted trainings for community groups on a variety of legal issues.

Jessica Gorhan, MPH

Passionate advocacy leader whose expertise includes partnership/network development, policy advocacy, strategic planning, facilitative leadership, program development/management, evaluation design and implementation, federal and foundation grant writing management, community health program development, curriculum development, education, and operationalizing equity in all work.

Skills & Expertise

- Build/Manage Collaborative Networks
- Policy Advocacy/Equity Advocacy
- Mentor for Undergraduate & Graduate Students
- Team Building, Leadership, and Network Development

Professional Experience

Social Impact and Development Director, NH Hunger Solutions (NHHS) July 2023-Present

- Develop relationships and networks that improve access to federal nutrition programs through policy and systems change
- Lead State Partnerships for Improving Nutrition Equity Workgroup to improve access to federal nutrition programs through screening and referral for social determinants of health in healthcare, public health, and community organization settings
- Ensure NHHS' and the coalitions' it supports work is centered in equity
- Coordinate training for partners on federal nutrition programs, collective impact, and centering equity
- Ensure that local direct service organizations are connected with community health workers to screen and refer for social determinants of health and get connected to federal nutrition programs
- Understand and advise partners on how we can leverage Medicaid to connect more people to federal nutrition programs and other community services
- Write and manage grants to fund NHHS work
- Co-project manage NHHS with other directors to ensure NHHS is meeting grant requirements
- Coordinate events and fundraisers that raise awareness about hunger in NH and fund the solutions for hunger in NH

Deputy Director, NH Hunger Solutions (NHHS) April 2021-July 2023

- Develop and support local community food access networks/coalitions around NH
- Strategically build action teams to improve participation in federal assistance programs
- Use research to present on health and economic benefits of federal assistance programs
- Advocate at local, state, and federal levels for policy change that reduces barriers for people to participate in federal assistance programs
- Work with schools to improve school breakfast participation by analyzing data, creating action teams, and guiding food service and school administration school meal action plans
- Partner and build relationships in federal program administrators, non-profits, food hubs, schools, healthcare, public health departments, and government staff to promote and improve participation in federal assistance programs and remove barriers to access for vulnerable communities.
- Manage consultants, Community Engagement Director, Child Nutrition and Communications Coordinator, and interns
- Develop, implement, manage, and evaluate communications strategies
- Present to other organizations and act as expert on federal school meal policies
- Project Manage Statewide Partnerships for Improving Nutrition Equity State Action Plan with over 50 state and local partners

Executive Director and Food Systems Consultant GPHC, LLC

September 2017 – Present

Greater Nashua Food Council, Executive Director 2017-2022 (continue this role at NHHS)

- Worked with Grow Nashua Executive director to start the 1st Food Council in the State of NH
- Build and manage a network of farms, food hubs, community organizations, businesses, institutions, and government entities to collaborate on multiple food system projects
- Use collective impact model to gain 85,000 additional pounds of farm fresh food for socially vulnerable community members in Nashua
- Developed Food Resources Mobile App
- One of 19 leaders selected out of 80 New England applicants to participate in the Food Solutions New England Food System Racial Equity Leadership Institute: Representing Greater Nashua Food Council
- Develop and implement training and evaluation of all interns, volunteers, and collaborative projects
- Co-created Community Connector role to develop community health leaders
- Managed grants with Harvard Pilgrim Health Care Foundation, Dartmouth-Hitchcock, and RWJF

NH Food Alliance- Project Manager to Develop a Statewide Food Hub- USDA Specialty Crop Block Grant

- Facilitated regular NH Food Hub Network meetings to continually build and develop network partnerships with farms, hubs, businesses, organizations, institutions, and government entities
- Perform SWOT and logistics analysis and wrote reports based on analysis with recommendations
- Research other food hub networks and food hub management software
- Worked with disadvantaged farmers to connect into food hub and write USDA grants to connect them to much needed resources.

Nashua Farm to School, Evaluation and Grant Management- USDA Farm to School, City of Nashua, Title I Grants

- Design and implement evaluation plan for grant program
- Work with Nashua Food Service Director to purchase 5 new local foods from local farms
- Work with Grow Nashua to develop and implement Farm to School-Summer School program for Title I school
- Grant writing to increase funding by \$150,000

NH Hunger Solutions, Program Coordinator

- Developed and implemented pilot program that improved school breakfast participation by 20 percent
- Coordinate 2020 NH Breakfast Challenge. A Food Service Director education and action plan development challenge to increase breakfast participation in 5 school districts

Delaware Council on Farms and Food-USDA Specialty Crop Block Grant

- Survey state of Delaware to locate all food resources and create database
- Show relationship between social vulnerability and food resources in GIS Map of Delaware
- Perform correlation study between social vulnerability and nutrition related chronic disease

Gate House Treatment Center, Nutrition Specialist

September 2017-January

2019

- Design and implement nutrition for addiction recovery program curriculum

Program/Grant Manager, Nashua Division of Public Health

January – September

2017

- Researched, developed, and implemented strategic plans for 7 community health programs.
- Built relationships with key stakeholders in the greater Nashua Public Health region.
- Developed and implemented evaluation plans for all grant programs in community health department.

Public Health and Food System Advocacy

November 2012 to Present

NH Food Alliance, Network Leadership Team

- Planning committee for Statewide Gathering 2019 and 2020
- Strategic planning for NHFA
- Education Action Team Co-Chair
- Food Access Coalition Policy team leader/member

HEAL NH, Network Member

- Participated in multiple committees to identify gaps in resources in socially vulnerable regions.
- Advocated for multiple statewide coalitions and communities.

NH Listens Facilitator

- Facilitated NH Listens community conversations for Nashua, Monadnock, Portsmouth and Concord

Director, All Elements Healing

November 2005 – July 2017

- Directed a team of 10-15 providers to collaborate and implement preventative medicine and chronic disease management.
- Worked with clients to manage and improve chronic health conditions.
- Advocated public policy and public health organizations to improve health and wellness initiatives.

Education

MCPHS, 2017 | MPH- Master's in public health

Food Solutions New England, 2018 | Food Systems Leadership Institute and Racial Equity Leadership Training

New England College, 2014 | B.S. - Health and Wellness

New Hampshire Technical Institute, 1999 | A.S. Business and Marketing

Volunteer Experience

Immediate Past President, Henniker Lions Club

January 2012 – Present

Brodie Deshaies

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Skills

Excellent organization skills, meets challenging deadlines, attention to detail, professional writing, strong phone skills, fundraising, adept with social media, Social Pilot, Rise Agency, Wix, Constant Contact, Advantage CRM, GOP Data Center, Mail Merge, DesignBold, Congress Plus, friendly, energetic, passionate, positive attitude, fast learner, strong communication and listening skills, robust research and analysis skills, receives constructive criticism very well.

Experience

NH Hunger Solutions / Communications and Policy Manager

June 2023 - Present, Concord, NH

- Support organizational efforts to increase participation in federal nutrition programs
- Develop expertise in federal nutrition programs
- Help to grow relationships with statewide partners in school districts and community organizations, to build a common language and understanding around the importance of food security for all NH residents
- Manage NHHS digital platforms, including website, social media accounts, email, and other dissemination tools
- Publish and promote marketing, advocacy, editorial, and fundraising content/campaigns
- Manage NHHS Donor Database with the Administrative Coordinator
- Produce all email campaigns, solicit content from internal sources, and manage review, testing, and sending
- Lead digital execution—across email, website, and social media—of fundraising and engagement campaigns throughout the year
- Develop and execute development campaign appeals in consultation with the Development Director
- Develop and execute social media campaigns for key days, themes, and priority upcoming content
- Create content for social media accounts and post regularly on each account
- Manage social media ad campaigns and other promotions; track, share, and evaluate results for continuous improvement to targeting and segments
- Track the impact of communication efforts via data analytics
- Coordinate press communications and write press releases
- Assist with grant management and development
- Monitor Legislative calendars and inform staff of upcoming hearings, committee meetings, and key votes
- Support NHHS legislative agenda by creating emails, action alerts, outreach toolkits, etc.
- Oversee the management of NHHS donor lists, email lists, etc., in Congress Plus
- Advocate for NHHS legislative agenda directly with legislators through testimony, meetings, and phone calls as assigned by the NHHS Director or Deputy Director
- Provide updates on NHHS legislative work at coalition meetings as needed
- Write legislative updates for Board members, coalition newsletters, and other NHHS publications
- Keep accurate records and create reports of all direct and grassroots lobbying
- Supervise Administrative Coordinator in managing posting to social media, entering into donor database, and sending emails
- Provide support for AmeriCorps VISTAs, student interns, and volunteers, as necessary

NH Hunger Solutions / Communications Coordinator

Jan. 2023 - June 2023, Concord, NH

- Support organizational efforts to increase participation in school and summer meals
- Grow relationships with statewide partners, school districts, and community organizations
- Update and maintain the organization's website, post and monitor social media messaging created by the organization and respond to comments accordingly
- Track the impact of communication efforts via data analytics
- Assist with press communications
- Assist with grant management and development
- Assist in administrative office work for staff as needed, including booking meetings, taking notes during meetings, and other office work

Trailmapper / Client Success Manager and Team Leader

Oct. 2021 - Nov. 2022, Concord, NH

- Managing fundraising call time
- Taking in-depth notes on client conversations
- Sending follow-up emails to potential donors
- Improving client phone skills and messaging
- Training and quarterly evaluations of other Client Success Managers

Strategic Alchemy / Project Manager

Sept. 2020 - Nov. 2022, Dover, NH

- Fundraise and donor relations
- Manage Letter to the Editor campaigns
- Strategize with campaign teams
- Grassroots coordination
- Staff and organize events
- Create communications strategy for candidates
- Help advise and support candidates

Matt Mayberry for Congress / Field Director

June 2020 - Sept. 2020, NH's 1st Congressional District

- Fundraise and donor relations
- Create campaign social media graphics
- Work with local leaders to support the candidate
- Manage Letter to the Editor campaigns
- Organize house parties and donor events
- Strategize with the campaign team

Victoria Sullivan for Mayor / Campaign Coordinator

May 2019 - Sept. 2019, Manchester, NH

- Organize door knocking, grassroots action, mailer program, recruit and train volunteers
- Create press advisories and weekly newsletters, manage and edit website
- Create social media posts and help operate social media accounts
- Manage Letter to the Editor campaigns
- Plan house parties and meet and greets

Education

Saint Anselm College / B.A., Major in History and English, Minor in Philosophy

Aug. 2017 - May 2021, Manchester, NH

- Completed a college-level American Government course
- Completed two college-level English Composition courses
- Graduated Cum Laude

Volunteering

Wolfeboro Centre Community Church / Board of Trustees, President

Aug. 2023 - Present, Wolfeboro, NH

Wolfeboro Public Library Board of Trustees / Elected Trustee, Treasurer

Jan. 2023 - Present, Wolfeboro, NH

Governor Wentworth Regional School Board / At-Large Member, Chair

April 2022 - Present, Wolfeboro, NH

NH Dept. of Safety Ad Hoc Committee on Fire Fighter & EMS Recruitment and Retention / Legislative Member

March 2022 - June 2022, Concord, NH

Saint Katharine Drexel Parish / Parish Council & Parish Finance Committee

June 2021 - Present, Alton, NH

Knights of Columbus / Knight, 3rd Degree

Jan. 2021 - Present, Alton, NH

NH General Court / State Representative, Carroll County District 6

Dec. 2020 - Dec. 2022, Concord, NH

Saint Katharine Drexel Parish / Youth Peer Leader

Sept. 2017 - Present, Alton, NH

Honors

NH Food Access Coalition / Legislative Champion

Feb. 10, 2023, Concord, NH

- Awarded on February 10, 2023
- Awarded to NH State Legislators who went above and beyond supporting and advocating for state policies and legislation that helps end hunger in NH

Kappa Delta Phi, National Fraternity / KΔΦ Distinguished Service Award

Fall 2018 - Spring 2019, Manchester, NH

- Awarded on April 7, 2019
- Awarded to the fraternity brother with the most volunteer hours

Phi Alpha Theta / Inducted Member

April 2020 - Present, Manchester, NH

- Phi Alpha Theta (ΦΑΘ) is an American honor society for undergraduate and graduate students and professors of history

Pi Gamma Mu / Inducted Member

May 2020 - Present, Manchester, NH

- Pi Gamma Mu (ΠΓΜ) is an interdisciplinary social science honor society

Delta Epsilon Sigma / Inducted Member

April 2021 - Present, Manchester, NH

- Delta Epsilon Sigma (ΔΕΣ) is a National Scholastic Honor Society for colleges and universities with a Catholic tradition

T/B

Tiffany Brewster, MPH, MS, RD



PROFESSIONAL SUMMARY

Research-minded military veteran passionate about equity and advocacy across food systems for vulnerable populations with strong written and verbal communications skills and a background in research, technology, and finance. Skilled in project management, community engagement, advocacy and policy, research coordination, presentation and public speaking, and community needs assessment.

CERTIFICATIONS & EDUCATION

Registered Dietitian

The Academy of Nutrition and Dietetics
Jul 2020

Master of Public Health

George Washington University
Dec 2021, 3.9 GPA

M.S. Nutritional Sciences

Oklahoma State University
Aug 2019, 3.8 GPA

B.S. Nutrition, Dietetics

Minor: Business Administration
University of New Hampshire
May 2016, 3.5 GPA

A.S. Information Systems Technology

Community College of the Air Force,
Montgomery, AL
Apr 2017, Pass/Fail

RELEVANT EXPERIENCE & ACHIEVEMENTS

Community Engagement Director

Sep 2021 – Present

NH Hunger Solutions / Concord, NH (Remote)

Co-facilitate and coordinate statewide and local community food coalitions including strategic planning and implementation, project management, event planning, and recruiting and engaging community partners. NHHS is a nonprofit organization that advocates to end hunger, improve access to nutritious food, and address hunger's root causes for all people living in New Hampshire.

- Coordinated advocacy efforts for legislation that secured >\$500k in state funding toward key food access programs and enabled implementation of programs that increase enrollment in federal nutrition programs
- Planned and implemented Food and Nutrition Security Summit; drafted and managed the budget and secured \$30k in sponsorships, attended by 200 people representing a diverse cross-sector of food security activists and people with lived expertise
- Co-created training and planning webinars on community engagement, data and analysis, and systems thinking designed to create a state plan to improve nutrition equity
- Advise and manage Regional Community Engagement Coordinators in the coordination and development of local coalitions; facilitated the establishment of four new coalitions
- Authored grant that secured \$30k of grant funding to sustain statewide coalitions
- Mentored dietetic and public health interns on policy and advocacy projects

Nutrition and Public Health Consultant

Mar 2020 – Sep 2021

Self-Employed / Somersworth, NH (Remote)

Independent consultant working with nonprofit organizations to build coalitions, advocate for food insecurity policy, identify priorities for strategic planning, assess community needs, evaluate current programs, facilitate meetings, and coordinate grassroots advocacy efforts.

- Consolidated and presented food security advocacy priorities identified by a statewide coalition of >50 individuals/organizations to inform a letter about food access to newly elected NH legislators resulting in passage of SB98 in the NH Senate
- Authored and presented community needs assessment of non-profit food providers in the Seacoast region of NH which informed the allocation of >\$100k of NH state funds
- Interviewed 30+ representatives of food provider in the Seacoast region of NH, using motivational interviewing methods, that serve an estimated 10k low-income individuals

T/B Tiffany Brewster, MPH, MS, RD

RELEVANT VOLUNTEERISM & COMMITTEES

Policy Committee Member – Food Policy

NH Public Health Association
Nov 2020 – Present

Food Insecurity Working Group Facilitator

*COVID-19 Equity Task Force – New
Hampshire Public Health Association*
Apr 2020 – Jan 2023

Communications Committee Member

NH Public Health Association
Nov 2020 – Feb 2022

Unit Fitness Program Manager

Oklahoma Air National Guard
Jan 2017 – Sept 2019

Student Public Policy Representative

*Oklahoma Student Association of
Nutrition and Dietetics*
Jan 2018 – Jan 2019

Event Coordinator

*Graduate Students in Nutritional Sciences,
Oklahoma State University*
Sept 2016 – Sept 2017

RELEVANT EXPERIENCE (CONT.)

Information Technology Specialist

May 2013 – Nov 2019

Air National Guard / New Hampshire (2014-2016) and Oklahoma (2016-2019)

Enlisted Staff Sergeant focused on customer service and basic IT help desk functions.

- Trained more than 500 deploying military members on lifesaving combat self-aid and rescue methods
- Served as Unit Physical Training Leader; 100% pass rate on unit fitness testing
- Recovered >5k emails from wing commander's computer after hardware failure ensuring zero stop time and mission readiness

IT Specialist and Shift Lead (Deployed)

Jul 2018 – Feb 2019

United States Air Force / Al Udeid Air Base, Qatar

Supervised five airmen on shift during deployment; managed documentation, scheduling, and shift workflow of the communications focal point – the central triage and referral processing for all IT-related concerns and emergencies.

- Volunteered to back-fill a deployed position that filling would have impacted mission readiness of the D.C. Air National Guard
- Recognized by Manpower, Personnel and Services Director for problem solving and resource coordination; restored communication outage which secured >\$300k in assets
- Authored standard operating procedures, decreasing personnel orientation time 500%

Dietetic Intern

Mar 2019 – Sep 2019

Oklahoma State University, Department of Nutritional Sciences / Stillwater, OK

Completed 1200 hours of supervised practice in realms of clinical, food management, and community with specific focus in pediatrics, public health, and research.

- Evaluated compliance for school lunch program national guidelines at the Child Development Laboratory; increased fruit and vegetable offerings by 25%
- Identified inappropriate supplementation and enteral formula in two different pediatric patients; advocated for discontinuation which resolved bowel issues within 24 hours and allowed for healing of painful sacral wounds
- Co-authored pediatric obesity journal article for peer review resulting in quick acceptance and publication

Graduate Research Assistant

Sep 2016 – Jul 2018

Oklahoma State University / Stillwater, OK

GRA for Dr. Brenda J Smith, Regents Professor in Nutritional Sciences and Dr. Julie Croff, Master of Public Health Program Director. Nutritional sciences assistantship was in a laboratory environment where responsibilities included planning, executing, and documenting cellular, animal, and human experiments/trials using various protein and DNA lab methods. The MPH assistantship activities included preparation for program accreditation.

- Coordinated clinical trial; secured institutional review board approval, screened >150 prospects, scheduled >100 appointments, collected/entered data for 33 participants
- Presented research at public meetings to 300+ individuals
- Revised MPH Student Handbook; ensured compliance for program accreditation

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: New Hampshire Hunger Solutions, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Laura Milliken Executive Director NHHS	Executive Director	\$6,484.00	\$92,627.00
Riona Corr, Deputy Director NHHS	Deputy Director	\$16,387.00	\$81,935.00
Jessica Gorhan	Social Impact and Development Director	\$19,500.00	\$78,000.00
Tiffany Brewster Community Engagement D	Community Engagement Director	\$18,125.00	\$60,415.00
Brodie Deshaies	Communications and Policy Manager	\$8,433.00	\$54,406.00
		\$68,929.00	\$0.00