



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

Lori A. Shibillette
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
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Lori A. Weaver
 Deputy Commissioner

April 6, 2021

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

INFORMATIONAL ITEM

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

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

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

EXPLANATION

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

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

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

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

Area served: Statewide

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

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shibinette". The signature is fluid and cursive, with the first name "Lori" and last name "Shibinette" clearly distinguishable.

Lori A. Shibinette
Commissioner

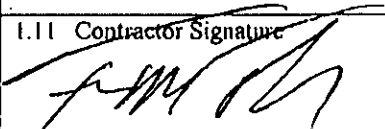

Subject: _____

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

AGREEMENT

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

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to appropriate State approval, this Agreement, and all obligations of the parties hereunder, shall become retroactively effective on February, 15 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to six (6) additional months from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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

EXHIBIT B

Scope of Services

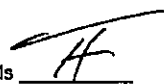
1. Statement of Work

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

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

EXHIBIT B

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


3/30/21

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

EXHIBIT B

- 1.12. **Reporting:** The Contractor shall provide a mid-campaign and end of campaign report to the Department identifying key findings and areas for improvement where appropriate.
- 1.13. **Media Plan:** The Contract shall deliver the services in accordance with the Exhibit K, Media Plan.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

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

EXHIBIT B

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.
- 3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

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

HA
3/30/21

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

Payment Terms

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

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

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

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

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

[Handwritten Signature]
3/30/21



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

A
3/30/21

New Hampshire Department of Health and Human Services
Exhibit D

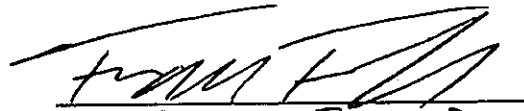


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

Contractor Name:

3/30/21
Date


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



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

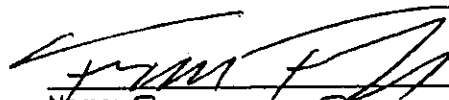
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Vendor Name: GYK Arthur, LLC

3/30/21
Date


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



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: GYK Antler LLC

3/30/21
Date

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



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

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

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

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

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

Exhibit G

Vendor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

- I. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: GYK Antler, LLC

3/30/21
Date

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

Exhibit G

Vendor Initials HF

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

Date 3/30/21



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

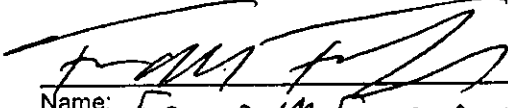
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Vendor Name: G/K Antler, LLC

3/30/21
Date


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



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

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

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

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

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

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

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

Contractor Name: GYK Antler, LLC

3/30/21
Date

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

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 807828814
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

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

Media Channel	April				May					June				July				
Monday Calendar Dates	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26
RADIO																		
WNHW			4	4		4	4	4			4	4	4		4	4	4	
WJYY			4	4		4	4	4			4	4	4		4	4	4	
WFNO			6	6		6	6	6			6	6	6		6	6	6	
WNNH/WLNH			4	4		4	4	4			4	4	4		4	4	4	
WTPL			6	6		6	6	6			6	6	6		6	6	6	
WHDO			6	6		6	6	6			6	6	6		6	6	6	
WGXL			6	6		6	6	6			6	6	6		6	6	6	
WWOD			6	6		6	6	6			6	6	6		6	6	6	
WGIR FM			6	6		6	6	6			6	6	6		6	6	6	
WOKO			6	6		6	6	6			6	6	6		6	6	6	
WMLL			6	6		6	6	6			6	6	6		6	6	6	
WZID			6	6		6	6	6			6	6	6		6	6	6	
TOTAL TV IMPRESSIONS																		
TV																		
Comcast Cable	0	0	4/12 - 6/30											0	0	0	0	
WMUR	0	0	36	36	2	0	36	36	0	2	36	36	2	0	0	0	0	0
TOTAL TV IMPRESSIONS																		
DISPLAY																		
Teads																		
TOTAL DISPLAY IMPRESSIONS																		
4/12 - 7/31																		
CTV																		
Tremor										4/12 - 6/30								
TOTAL CTV IMPRESSIONS																		
OOH																		
Outfront - New Hampshire										3/29 - 7/31								
Sky68														6/12 - 7/31				
TOTAL OOH IMPRESSIONS																		
SOCIAL																		
Facebook/Instagram										4/1 - 7/31								
Snapchat										4/12 - 6/30								
TikTok										4/12 - 6/30								
TOTAL PAID SOCIAL IMPRESSIONS																		
CAMPAIGN TOTAL																		

SS-2021-OCOM-25-ADVER

GYK Antler

Contractor Initial A

Date 3/30/21

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

Network TV	Daypart	Programming	Spot Length	Cost/Spot	April				May				June				July				August				Total Spots	Total NET Cost			
					29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9			16	23	30
WMUR - New Hampshire																													
Mo-Fr	6:00a-7:00a	News9 Daybreak-II	:30	\$500			2	2			2	2			2	2											12	\$5,100	
Mo-Fr	7:00a-9:00a	Good Morning America	:30	\$400			2	2			2	2			2	2											12	\$4,080	
Mo-Fr	12:00p-12:30p	News9 at Noon	:30	\$225			2	2			2	2			2	2											12	\$2,295	
Mo-Fr	5:00p-6:00p	News9 at Five	:30	\$550			2	2			2	2			2	2											12	\$5,610	
Mo-Fr	6:00p-7:00p	News9 at 6/ABC World News	:30	\$800			2	2			2	2			2	2											12	\$8,180	
Mo-Fr	7:00p-7:30p	Chronicle New Hampshire	:30	\$550			2	2			2	2			2	2											12	\$5,610	
Mo-Su	5:00a-1:00a	Hearst AnyScreen OTT-62.5k	:30	\$3,000			-	-	1		-			1	-	-	1										3	\$7,650	
Mo-Su	5:00a-1:00a	WMUR Digital Video-50k	:30	\$2,000			-	-	1		-			1	-	-	1										3	\$5,100	
Sa-Su	7:00a-9:00a	WMUR News 9 This Morning	:30	\$300			2	2			2	2			2	2											12	\$3,060	
Mo-Fr	4:00p-8:00p	Evening Rotation	:30	\$25			10	10			10	10			10	10											60	\$1,275	
Mo-Fr	8:00p-11:00p	Prime Rotation	:30	\$25			10	10			10	10			10	10											60	\$1,275	
Mo-Fr	10:00p-10:30p	News 9 at 10PM	:30	\$125			2	2			2	2			2	2											12	\$1,275	
																											0	\$0	
																											0	\$0	
																											0	\$0	
					0	0	36	36	2	0	36	36	0	2	36	36	2	0	0	0	0	0	0	0	0	0	0	222	\$50,490
					\$16,830				\$16,830				\$16,830				\$0				\$0						222	\$50,490	
																												222	\$50,490
TOTAL NETWORK TV					\$16,830				\$16,830				\$16,830				\$0				\$0						222	\$50,490	

SS-2021-OCOM-25-ADVER

GYK Antler

Contractor Initial

Date 3/30/21

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

Network TV	Daypart	GEO	Programming	Spot Length	April				May				June				July				August					Total Spots	Total NET Cost		
					29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16			23	30
Comcast																													
Live TV	ROS	NH	Weather Channel, A&E, History, E!, VH1, Food Network, Discovery, TLC, ESPN, Travel Channel	:30																							\$9,482	\$49,999	
Streaming TV & Video-on-Demand	ROS		ROS	:30																									\$819,473
					\$16,666				\$16,666				\$16,666				\$0				\$0					\$828,935		\$49,999	

SS-2021-OCOM-25-ADVER

GYK Antler

Contractor Initial

Date

GH
3/30/21

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

Partner / Placement Details	Targeting	Geography	Unit Size	CPM/CPV	April				May				June				July				August				Total # of Impressions/ Engagements	Total NET Cost
					29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9		

Tremor

RON or RON Video Targeting OTT Content with Custom Targeting, and Geo-targeting to NH	NH Residents 18-49	NH	1280x720	\$24.50	4/12 - 6/30												1,020,408	\$25,000																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
	Segments Vaccine confidence: Not confident in vaccine & Not planning to get vaccine																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				

Ad Serving	\$51	\$51	\$51	\$0	\$0	\$153
TOTAL CTV	\$8,384	\$8,333	\$8,384	\$0	\$0	1,020,408 \$25,000

SS-2021-OCOM-25-ADVER

GYK Antler

Contractor Initial

Date

GA
3/30/21

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

Station	Daypart	Length	Net Cost	April				May					June				July					August					# of Spots	NET Total Cost
				29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30		
WNHV	Country			29-Mar				3-May				31-May				5-Jul				2-Aug								
M-F	6a - 10a	:30	\$38.25			2	2		2	2	2			2	2	2		2	2	2					22	\$842		
M-F	3p - 7p	:30	\$38.25			2	2		2	2	2			2	2	2		2	2	2					22	\$842		
TOTALS				-	-	4	4	-	4	4	4	-	-	4	4	4	-	4	4	4	-	-	-	-		44	\$1,683	
				\$306				\$459				\$459				\$459				\$0								

WJYY	AC			29-Mar				3-May				31-May				5-Jul				2-Aug							
M-F	6a - 10a	:30	\$29.75			2	2		2	2	2			2	2	2		2	2	2						22	\$655
M-F	3p - 7p	:30	\$29.75			2	2		2	2	2			2	2	2		2	2	2						22	\$655
TOTALS				-	-	4	4	-	4	4	4	-	-	4	4	4	-	4	4	4	-					44	\$1,309
				\$238				\$357				\$357				\$357				\$0							

WFNQ	Rock Hits			29-Mar				3-May				31-May				5-Jul				2-Aug							
M-F	6am-10am	:30	\$59.50			2	2		2	2	2			2	2	2		2	2	2						22	\$1,309
M-F	10am-3pm	:30	\$59.50			2	2		2	2	2			2	2	2		2	2	2						22	\$1,309
M-F	3p-7p	:30	\$59.50			2	2		2	2	2			2	2	2		2	2	2						22	\$1,309
TOTALS				-	-	6	6	-	6	6	6	-	-	6	6	6	-	6	6	6	-					66	\$3,927
				\$714				\$1,071				\$1,071				\$1,071				\$0							

WNNH/LNH	Oldies			29-Mar				3-May				31-May				5-Jul				2-Aug							
M-F	5am-10am	:30	\$38.25			2	2		2	2	2			2	2	2		2	2	2						22	\$842
W-Su	5am-10pm	:30	\$38.25			2	2		2	2	2			2	2	2		2	2	2						22	\$842
TOTALS				-	-	4	4	-	4	4	4	-	-	4	4	4	-	4	4	4	-					44	\$1,683
				\$306				\$459				\$459				\$459				\$0							

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3/30/21

WTPL News Talk				29-Mar		3-May			31-May			5-Jul			2-Aug				
M-F	6a-10a	:30	\$21.25		2	2	2	2	2	2	2	2	2	2				22	\$468
M-F	10a-3p	:30	\$21.25		2	2	2	2	2	2	2	2	2	2				22	\$468
M-F	3p-7p	:30	\$21.25		2	2	2	2	2	2	2	2	2	2				22	\$468
TOTALS				-	-	6	6	6	-	-	6	6	6	-	6	6	6	-	
				\$255		\$383			\$383			\$383			\$0			66	\$1,403

WHOO Classic Hits				29-Mar		3-May			31-May			5-Jul			2-Aug				
M-F	6a-10a	:30	\$45.00		2	2	2	2	2	2	2	2	2	2				22	\$990
M-F	10a-3p	:30	\$45.00		2	2	2	2	2	2	2	2	2	2				22	\$990
M-F	3p-7p	:30	\$45.00		2	2	2	2	2	2	2	2	2	2				22	\$990
TOTALS				-	-	6	6	6	-	-	6	6	6	-	6	6	6	-	
				\$540		\$810			\$810			\$810			\$0			66	\$2,970

WGXl AC				29-Mar		3-May			31-May			5-Jul			2-Aug				
M-F	6a-10a	:30	\$18.00		2	2	2	2	2	2	2	2	2	2				22	\$352
M-F	3p-7p	:30	\$12.00		2	2	2	2	2	2	2	2	2	2				22	\$264
M-F	6a-7p	:30	\$14.00		2	2	2	2	2	2	2	2	2	2				22	\$308
TOTALS				-	-	6	6	6	-	-	6	6	6	-	6	6	6	-	
				\$168		\$252			\$252			\$252			\$0			66	\$924

WVOD Alternative				29-Mar		3-May			31-May			5-Jul			2-Aug				
M-F	6a-10a	:30	\$16.00		2	2	2	2	2	2	2	2	2	2				22	\$352
M-F	3p-7p	:30	\$12.00		2	2	2	2	2	2	2	2	2	2				22	\$264
M-F	6a-7p	:30	\$14.00		2	2	2	2	2	2	2	2	2	2				22	\$308
TOTALS				-	-	6	6	6	-	-	6	6	6	-	6	6	6	-	
				\$168		\$252			\$252			\$252			\$0			66	\$924

WGIR FM Rock				29-Mar		3-May			31-May			5-Jul			2-Aug				
M-F	6a-10a	:30	\$140.25		2	2	2	2	2	2	2	2	2	2				22	\$3,066
M-F	10a-3p	:30	\$89.25		2	2	2	2	2	2	2	2	2	2				22	\$1,964
M-F	3p-7p	:30	\$93.50		2	2	2	2	2	2	2	2	2	2				22	\$2,057

H
3/31/24

WOKQ	Country	29-Mar				3-May				31-May				5-Jul				2-Aug							
M-F	6a - 10a	:30	\$120.00			2	2			2	2	2		2	2	2		2	2	2			22	\$2,640	
M-F	10a-3p	:30	\$110.00			2	2			2	2	2		2	2	2		2	2	2			22	\$2,420	
M-F	3p-7p	:30	\$110.00			2	2			2	2	2		2	2	2		2	2	2			22	\$2,420	
TOTALS				-	-	6	6	-		6	6	6	-	-	6	6	6	-	6	6	6	-	-	66	\$7,480
				\$1,350				\$2,040				\$2,040				\$2,040				\$0					

WMLL		Hot AC		29-Mar				3-May				31-May				5-Jul				2-Aug					
M-F	6a - 10a	:30	\$47.50			2	2		2	2	2		2	2	2		2	2	2			22	\$1,047		
M-F	10a-3p	:30	\$40.80			2	2		2	2	2		2	2	2		2	2	2			22	\$898		
M-F	3p-7p	:30	\$44.20			2	2		2	2	2		2	2	2		2	2	2			22	\$972		
TOTALS				-	-	6	6	-	6	6	6	-	6	6	6	-	6	6	6	-	-	-	66	\$2,917	
				\$530				\$796				\$796				\$796				\$0					

WZID	Hot AC			29-Mar				3-May				31-May					5-Jul					2-Aug							
M-F	6a - 10a	:30	\$47.60			2	2			2	2	2			2	2	2		2	2	2					22	\$1,047		
M-F	10a-3p	:30	\$40.80			2	2			2	2	2			2	2	2		2	2	2					22	\$995		
M-F	3p-7p	:30	\$44.20			2	2			2	2	2			2	2	2		2	2	2					22	\$972		
TOTALS				-	-	6	6	-		6	6	6	-	-	6	6	6	-	6	6	6	-		-	-	-			
				\$530				\$796				\$796				\$796				\$0								66	\$2,917

Date 3/30/2

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

OUT OF HOME / Location Details	Inventory ID	GEO	Size	Est. Impressions / 4 Week Period (Enrollment)	Cost / Period	March				April				May				June				July				August				# of Periods	Total # of Impressions	Total NET Cost							
						1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9				16	23	30				
Outfront - New Hampshire																																							
South Willow Street F/S - digital	715NH0, 70NNH	Manchester	9'x22'	\$162,002	\$1,203					3/29					4/26 - 5/1																				3.5	567,067	\$4,200		
E/S Rte. 3 @ Church St F/N	18NO	Hooksett	10'8"x36'6"	\$58,850	\$1,200										3/29 - 4/4																					3.5	238,925	\$4,200	
E/S Rte. 3 @ Church St F/N - PROD		N/A	N/A	N/A	\$830																										0.0	-	\$830						
E/S Spaulding 9504.00 ft N/O Exit 16 F/S	53487AO	Rochester	14'x48'	\$238,828	\$2,250										3/29 - 5/1																					4.5	1,074,728	\$10,125	
E/S Spaulding 9504.00 ft N/O Exit 16 F/S - PROD		N/A	N/A	N/A	\$1,135																										0.0	-	\$1,135						
E/L Rt.16 Spaulding Turnpike 1 mi S/O Rt.75 Milton, NH F/S	48SO	Milton	17'x48'	\$238,168	\$3,000										3/29 - 4/6								6/7 - 6/27									2.0	476,378	\$8,000					
E/L Rt.16 Spaulding Turnpike 1 mi S/O Rt.75 Milton, NH F/S - PROD		N/A	N/A	N/A	\$1,135																										0.0	-	\$1,135						
E/S 16 7920.00 ft S/O Rt 25 W, F/S	503CO	Ossipee	10'x30'	\$163,760	\$1,000										3/29 - 5/2								6/7 - 6/27									2.0	327,520	\$7,000					
E/S 16 7920.00 ft S/O Rt 25 W, F/S - PROD		N/A	N/A	N/A	\$750																										0.0	-	\$750						
E/S 16 7920.00 ft S/O Rte 113 Albany F/N	53147AO	Madison	10'x24'	\$151,632	\$750										3/29 - 5/1																						4.5	663,244	\$3,375
W/S 16 5864.00 ft S/O Jct 113 Albany F/S - PROD		N/A	N/A	N/A	\$680																											0.0	-	\$680					
N/S 101 5.00 mi E/O Jct 202 F/E	6076AJ0	Temple	8'x12'	\$140,424	\$500										3/29 - 5/1																						4.5	631,808	\$3,250
N/S 101 5.00 mi E/O Jct 202 F/E - PROD		N/A	N/A	N/A	\$555																											0.0	-	\$555					
						\$37,235				\$0				\$0				\$0				\$0				\$0					3,967,106	\$37,235							

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3/30/21

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55-2021-OCOM-25-ADVER

GYK Antler

Contractor Initial

Date 3/30/21

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

Partner / Placement Details	Geography	Unit Size	CPM/ CPV	April				May				June				July				August				Total # of Impressions/ Engagements	Total NET Cost
				29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9		

Teads

Video_Behavioral, Contextual and Geographic Targeting_CPM	NH	social vertical video	\$21				4/12 - 7/30																						1,428,571	\$30,000	
inRead Viewable Display_Behavioral, Contextual, and Geographic Targeting_Bills on CPM	NH	700x1600 JPG https://support.teads.tv/support/solutions/articles/36000206456-scroller-vertical	\$8				4/12 - 7/30																							2,500,000	\$20,000
Contact: Chetrea Reinhardt <chetrea.reinhardt@teads.com>								\$6,250				\$13,825				\$12,500				\$15,625				\$0				3,928,571	\$50,000		

Ad Serving	\$74	\$184	\$147	\$184	\$0	\$589
TOTAL ONLINE DISPLAY & MOBILE	\$6,324	\$15,809	\$12,647	\$15,809	\$0	\$50,000

SS-2021-OCOM-25-ADVER

GYK Antler

Contractor Initial

Date

[Signature]
7/30/21

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

[illegible]

SS-2021-OCOM-25-ADVER

GYK Antler

Contractor Initial 4
Date 3/30/21

State of New Hampshire

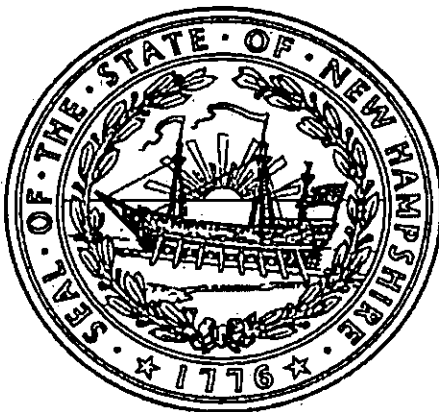
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GYK ANTLER, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 14, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 16558

Certificate Number: 0005313098



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

State of New Hampshire

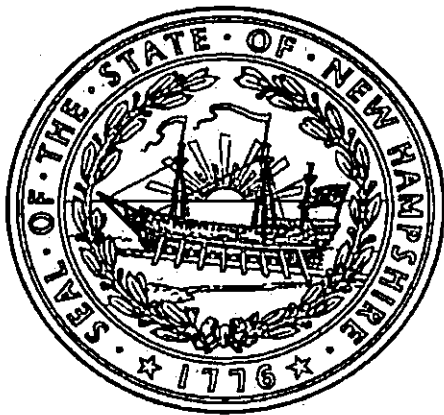
Department of State

CERTIFICATE

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

Business ID: 708614

Certificate Number: 0005313090



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Travis C York, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of GYK Antler, LLC.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 26, 2021, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Francis M Ferrara, Jr. is duly authorized on behalf of GYK Antler, LLC to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: March 26, 2021



Signature of Elected Officer

Name: TRAVIS C. YORK
Title: Sole member

**CONSENT RESOLUTIONS
OF THE SOLE MANAGER AND SOLE MEMBER
OF
GYK ANTLEK, LLC**

The undersigned, being the sole Manager and sole Member of GYK ANTLEK, LLC, a New Hampshire limited liability company (the "LLC"), do hereby waive all notice of the time, place and purposes of a meeting of the sole Manager and sole Member of the LLC and consent, pursuant to the Operating Agreement of the LLC and Section 304-C:60, II of the New Hampshire Limited Liability Companies statute, to the adoption of the following resolutions with the same force and effect as if adopted at a duly convened meeting of the sole Manager and sole Member of the LLC, and hereby direct that this written consent be filed with the minutes of the proceedings of the sole Manager and sole Member of the LLC:

RESOLVED: That these Consents shall take the place of the Annual Meeting of the sole Manager and sole Member of the LLC for the fiscal year 2021.

RESOLVED: That Travis C. York is hereby appointed as sole Manager of the LLC, to serve until he resigns or is removed from such position in accordance with the LLC's Operating Agreement.

RESOLVED: To elect each of the following individuals to serve in the offices set forth next to his or her name, to serve in such capacity until he or she resigns, has his or her successor duly appointed or is removed by LLC's Manager:

Travis C. York Chief Executive Officer, Chairman, Treasurer and Assistant Secretary

Pam Hamlin President

Francis M. Ferrara, Jr. Chief Financial and Administrative Officer and Assistant Secretary

Mark Battista Managing Director

Scott W. Ellison Secretary and Registered Agent

RESOLVED: That the Manager of the LLC is hereby authorized and directed to take any and all actions as he may deem necessary or appropriate to implement the foregoing Consent Resolutions.

Dated: March 26, 2021

Sole Manager:



Travis C. York

Sole Member:

GYK Holdings, LLC

Minutes of Meeting of the Sole Manager

On March 26, 2021, the sole Manager of GYK Antler, LLC (a New Hampshire limited liability company) held a meeting. Travis C. York, the sole Manager of GYK Antler, LLC, called the meeting to order and waived all requirements of notice of time, place and purpose. At this meeting, it was unanimously VOTED:

That Francis J. Ferrara, Jr., Chief Financial Officer, is duly authorized on behalf of GYK Antler, LLC to enter into contracts or agreements with the State 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.

There being no further business, the meeting adjourned.

A true record attest.



Travis C. York, Sole Manager and Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2021

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

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

PRODUCER Wieczorek Insurance 166 Concord St. Manchester NH 03104		CONTACT NAME: Cheryl Lapointe PHONE (A/C No. Ext.): (603) 668-3311 FAX (A/C No.): (603) 668-8413 E-MAIL ADDRESS: cheryl@wizinsurance.com	
INSURED GYK Antler, LLC 175 Canal St. Manchester NH 03101		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance INSURER B: Ohio Security Insurance Company INSURER C: Beazley Insurance Group INSURER D: INSURER E: INSURER F:	
		NAIC # 24082	

COVERAGES

CERTIFICATE NUMBER: 21-22 Basic

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZBVH467667 00	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Employee Benefits \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS (22) 57778035	1/13/2021	1/13/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			UHVH467669 00	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Cov State MA & NH WBVH468699 00	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			RENEWAL OF V1A7D3200501	1/1/2021	1/1/2022	1,000,000 Each Occurrence 10,000 ded 3,000,000 Aggregate

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH
Dept. of Health and Human Services
129 Pleasant St.
Concord, NH 03301-3857

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

AUTHORIZED REPRESENTATIVE

Robert Wieczorek/DMD

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Additional Named Insureds

Other Named Insureds

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