

ARC
134



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH**

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 8, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with Technical Assistance Collaborative, Inc. (VC# 342192), Boston, MA, to continue to provide the Department with assistance in developing a Continuum of Care (CoC) System and Coordinated Entry System for the U.S. Department of Housing and Urban Development (HUD), in addition to providing general homeless system assessments and support, by exercising a contract renewal option by increasing the price limitation by \$40,000 from \$40,000 to \$80,000 and extending the completion date from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on September 20, 2023, item #44, and amended on May 15, 2024, item #22.

Funds are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500585	Grants for Pub Asst and Relief	42309685	\$20,000	\$0	\$20,000
2025	074-500585	Grants for Pub Asst and Relief	42307050	\$20,000	\$0	\$20,000
2026	102-500731	Grants for Pub Asst and Relief	42307050	\$0	\$20,000	\$20,000
2027	102-500731	Grants for Pub Asst and Relief	42307050	\$0	\$20,000	\$20,000
			Total	\$40,000	\$40,000	\$80,000

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 2 of 2

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. Federal regulations require all procurement efforts for these services to be directed by the U.S. Department of Housing and Urban Development (HUD) through an annual Continuum of Care (CoC) competitive application process. The Department must contract with the selected Vendor as a result of this HUD process. HUD awarded New Hampshire additional funding for this CoC technical assistance, planning grant project on February 26, 2024.

The purpose of this request is to exercise a contract renewal option for the Contractor to continue providing technical assistance support to the Department for the development of the CoC Governance including system analysis and evaluation to ensure alignment with HUD's requirements and Homeless Management Information System (HMIS) data standards. The Contractor will continue to assist with CoC Systems improvement and the development of updated policies, procedures, and monitoring tools in addition to providing a training series for the Continuum of Care on housing focused services.

The Department will continue to monitor services by reviewing annual reports provided by the Contractor and conducting annual reviews related to compliance with administrative rules and contractual agreements.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the remaining three (3) years available.

Should the Governor and Council not authorize this request, the Balance of the State CoC program will not have technical assistance or support, which is necessary to ensure the CoC is meeting all HUD requirements while improving the system of homeless services. Additionally, not authorizing this request could result in a diminished HUD performance score and the possible elimination of existing housing programs statewide. The funds in this program are dedicated to the purposes described and cannot be used for direct client services.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 14.267, FAIN NH0162L1T002300.

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

Respectfully submitted,


Lori A. Weaver
Commissioner

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

This Amendment to the Continuum of Care Planning Grant Technical Assistance contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Technical Assistance Collaborative, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #44), and amended on May 15, 2024 (Item #22), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:
June 30, 2027
2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$80,000
3. Modify Exhibit C, Payment Terms, Section 1., to read:
 1. This Agreement is funded by:
 - 1.1 100% Federal funds, Title XIV Housing Programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), as awarded by the US Department of Housing and Urban Development, Continuum of Care Program, Assistance Listing Number 14.267, on:
 - 1.1.1. March 14, 2022, FAIN NH0133L1T002100;
 - 1.1.2. March 28, 2023, FAIN NH0156L1T002200; and
 - 1.1.3. February 26, 2024, FAIN NH0162L1T002300.
4. Modify Exhibit C, Payment Terms, Section 3., to read:
 3. Payment shall be for services provided in the fulfillment of this Agreement as specified in Exhibit B Scope of Services, and in accordance with Exhibit C-1 Budget through Exhibit C-4 Budget, Amendment #2.
5. Add Exhibit C-3 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

4/8/2025

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

Technical Assistance Collaborative, Inc.

DocuSigned by:

Marie Herb

Name: Marie Herb

Title: Managing Director

4/8/2025

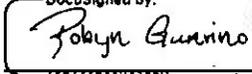
Date

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2025

Date

DocuSigned by:

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3, Budget, Amendment #2

TAC - Technical Assistance
 CoC Funds - NH0162L1T002300

SFY2026 - 7/1/25-6/30/26

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
CoC Funds	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -

TOTAL - 7/1/25-6/30/26

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
CoC Funds	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -

Total W/O Match \$ 20,000

Exhibit C-4, Budget, Amendment #2

TAC - Technical Assistance
 CoC Funds - NH0162L1T002300

SFY2027 - 7/1/26-6/30/27

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
CoC Funds	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -

TOTAL - 7/1/26-6/30/27

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
CoC Funds	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -
TOTAL HUD FUNDS/BALANCE	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -

Total W/O Match \$ 20,000

Contractor Initials MS

Date 4/8/2025

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 TECHNICAL ASSISTANCE COLLABORATIVE, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on December 22, 2020. 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: 858609

Certificate Number: 0006660128



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th 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, John Abbott, 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 Technical Assistance Collaborative, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 26, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of Technical Assistance Collaborative, Inc. 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: 03/26/2025

John Abbott

Signature of Elected Officer

Name: John Abbott

Title: Dir. Bus. Operations/Treasur

Mission Statement, Technical Assistance Collaborative:

The Technical Assistance Collaborative is a nonprofit organization dedicated to helping our nation's human services, health care, homelessness, and affordable housing systems implement policies and practices that empower people to live healthy, independent lives in the communities they choose.



Single Audit Reporting Package

The Technical Assistance Collaborative, Inc.

June 30, 2023

The Technical Assistance Collaborative, Inc.

Single Audit Reporting Package

June 30, 2023

INDEPENDENT AUDITORS' REPORT	1
AUDITED FINANCIAL STATEMENTS	
STATEMENTS OF FINANCIAL POSITION	3
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS	4
STATEMENTS OF CASH FLOWS	5
STATEMENTS OF FUNCTIONAL EXPENSES	6
NOTES TO FINANCIAL STATEMENTS	7
INDEPENDENT AUDITORS' REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	16
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	17
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	17
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	18
INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE	20
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	23
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS	24



GT REILLY
& COMPANY
CPAs and Advisors

424 Adams Street, Milton, MA 02186-4358
T. 617.696.8900 / F. 617.698.1803
www.gtreilly.com

Independent Auditors' Report

Board of Directors
The Technical Assistance Collaborative, Inc.

Opinion

We have audited the accompanying financial statements of The Technical Assistance Collaborative, Inc. (TAC), a Massachusetts nonprofit organization, which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of TAC as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of TAC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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



MOORE

An independent member of
Moore North America, Inc.

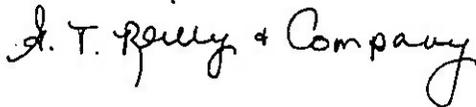
In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards* we:

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

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

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued a report dated December 7, 2023 on our consideration of TAC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on TAC's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering TAC's internal control over financial reporting and compliance.



G.T. Reilly & Company

Milton, Massachusetts
December 7, 2023

The Technical Assistance Collaborative, Inc.

Statements of Financial Position

June 30

	2023			2022		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Assets						
CURRENT ASSETS						
Cash and cash equivalents	\$ 227,913	\$ 17,300	\$ 245,213	\$ 671,683	\$ 17,300	\$ 688,983
Contracts and grants receivable	3,328,503	-	3,328,503	2,737,108	-	2,737,108
Prepaid expenses	65,690	-	65,690	74,177	-	74,177
TOTAL CURRENT ASSETS	3,622,106	17,300	3,639,406	3,482,968	17,300	3,500,268
NOTES RECEIVABLE, Impact Fund (Note 9)	376,404	-	376,404	368,452	-	368,452
INVESTMENTS (Note 3)						
Mutual Funds	3,657,640	-	3,657,640	3,388,908	-	3,388,908
SECURITY DEPOSITS						
	75,000	-	75,000	175,000	-	175,000
LEASE RIGHT-OF-USE ASSET, Net (Note 5)						
	1,950,155	-	1,950,155	2,305,446	-	2,305,446
TOTAL ASSETS	\$ 9,681,305	\$ 17,300	\$ 9,698,605	\$ 9,720,774	\$ 17,300	\$ 9,738,074
Liabilities and Net Assets						
CURRENT LIABILITIES						
Accounts payable	\$ 684,945	\$ -	\$ 684,945	868,631	\$ -	\$ 868,631
Accrued expenses	614,265	-	614,265	706,168	-	706,168
Deferred revenues	864,600	-	864,600	509,817	-	509,817
Current portion of lease obligation (Note 5)	364,658	-	364,658	355,290	-	355,290
TOTAL CURRENT LIABILITIES	2,528,468	-	2,528,468	2,439,906	-	2,439,906
LONG-TERM LIABILITIES						
Lease obligation, net of current portion (Note 5)	1,718,905	-	1,718,905	2,054,159	-	2,054,159
TOTAL LIABILITIES	4,247,373	-	4,247,373	4,494,065	-	4,494,065
NET ASSETS						
Without donor restrictions						
Undesignated	5,331,395	-	5,331,395	5,050,715	-	5,050,715
Board designated funds (Note 4)	102,537	-	102,537	175,994	-	175,994
With donor restrictions (Note 4)	-	17,300	17,300	-	17,300	17,300
TOTAL NET ASSETS	5,433,932	17,300	5,451,232	5,226,709	17,300	5,244,009
TOTAL LIABILITIES AND NET ASSETS	\$ 9,681,305	\$ 17,300	\$ 9,698,605	\$ 9,720,774	\$ 17,300	\$ 9,738,074

The Technical Assistance Collaborative, Inc.

Statements of Activities and Changes in Net Assets

Years Ended June 30

	2023				2022			
	Without Donor Restrictions		With Donor Restrictions	Total	Without Donor Restrictions		With Donor Restrictions	Total
	Undesignated	Board Designated			Undesignated	Board Designated		
OPERATING REVENUE AND SUPPORT								
Contracts and grants (Note 7)	\$ 12,840,964	\$ -	\$ -	\$ 12,840,964	12,842,113	\$ -	\$ 150,000	\$ 12,792,113
Net assets released from program restrictions (Note 4)	-	-	-	-	327,095	-	(327,095)	-
Appropriation of board designated net assets (Note 4)	223,948	-	-	223,948	138,971	-	-	138,971
TOTAL OPERATING REVENUE AND SUPPORT	13,064,912	-	-	13,064,912	13,108,179	-	(177,095)	12,929,084
OPERATING EXPENSES								
Program services	8,980,946	-	-	8,980,946	9,633,755	-	-	9,633,755
General and administrative	3,940,450	-	-	3,940,450	3,171,218	-	-	3,171,218
TOTAL OPERATING EXPENSES	12,921,396	-	-	12,921,396	12,804,971	-	-	12,804,971
CHANGES IN NET ASSETS - OPERATING ACTIVITIES	143,516	-	-	143,516	301,208	-	(177,095)	124,113
NON-OPERATING ACTIVITIES								
Net gain (loss) on investments (Note 3)	189,965	-	-	189,965	(733,358)	-	-	(733,358)
Investment income, net	97,690	-	-	97,690	145,534	-	-	145,534
Board designation of investment funds (Note 4)	(160,491)	150,491	-	-	(152,120)	152,120	-	-
Appropriation of board designated net assets (Note 4)	-	(223,948)	-	(223,948)	-	(138,971)	-	(138,971)
CHANGES IN NET ASSETS FROM NON-OPERATING ACTIVITIES	137,164	(73,457)	-	63,707	(738,944)	15,149	-	(724,795)
CHANGES IN NET ASSETS	280,680	(73,457)	-	207,223	(438,736)	15,149	(177,095)	(600,682)
NET ASSETS AT BEGINNING OF YEAR	5,050,715	175,994	17,300	5,244,009	5,489,451	180,845	194,395	5,844,691
NET ASSETS AT END OF YEAR	\$ 5,331,395	\$ 102,537	\$ 17,300	\$ 5,451,232	\$ 5,050,715	\$ 175,994	\$ 17,300	\$ 5,244,009

The Technical Assistance Collaborative, Inc.

Statements of Cash Flows

Years Ended June 30

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 207,223	\$ (600,682)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Amortization of right-of-use asset	355,291	353,993
Investment income, net	(97,690)	(145,534)
Net (gain) loss on investments	(189,965)	733,358
Reinvestment of interest income - Impact fund	(7,952)	(4,613)
Changes in operating assets and liabilities:		
Contracts and grants receivable	(591,395)	(660,099)
Prepaid expenses	8,487	(17,969)
Lease right-of-use asset	-	(2,659,439)
Accounts payable	(183,686)	88,284
Accrued expenses	(91,903)	76,582
Deferred revenues	354,783	146,964
Lease obligation	(325,886)	2,409,449
Security deposit	100,000	-
NET CASH USED IN OPERATING ACTIVITIES	<u>(462,693)</u>	<u>(279,706)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Sales of investments	211,000	378,600
Purchases of investments	(289,767)	(119,840)
Interest and dividend income	130,915	184,841
Investment fees	(33,225)	(39,307)
NET CASH PROVIDED FROM INVESTING ACTIVITIES	<u>18,923</u>	<u>404,294</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(443,770)	124,588
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>688,983</u>	<u>564,395</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 245,213</u>	<u>\$ 688,983</u>

The Technical Assistance Collaborative, Inc.

Statements of Functional Expenses

Year Ended June 30

	2023			2022		
	Program Services	Administration	Total	Program Services	Administration	Total
Payroll and Related:						
Salaries	\$ 2,992,570	\$ 2,371,929	\$ 5,364,499	\$ 3,239,226	\$ 2,080,009	\$ 5,319,235
Payroll taxes and fringe benefits	937,816	684,660	1,622,476	1,176,956	285,079	1,462,035
Total payroll and related	<u>3,930,386</u>	<u>3,056,589</u>	<u>6,986,975</u>	<u>4,416,182</u>	<u>2,365,088</u>	<u>6,781,270</u>
Other:						
Consultants	4,669,740	38,880	4,708,620	4,854,560	16,839	4,871,399
Travel	263,082	58,509	321,591	183,179	35,799	218,978
Occupancy	-	375,811	375,811	-	364,198	364,198
Meetings and conferences	88,471	15,847	104,318	68,128	6,529	74,657
Telephone	17,805	80,491	98,296	17,207	91,679	108,886
Office supplies, events and postage	6,933	63,183	70,116	79,051	47,232	126,283
Printing	3,522	1,989	5,511	8,243	7	8,250
Professional fees	-	46,732	46,732	-	43,279	43,279
Dues and subscriptions	1,007	28,028	29,035	7,205	11,727	18,932
Repairs and maintenance	-	38,380	38,380	-	36,498	36,498
Donations	-	39,625	39,625	-	25,700	25,700
Insurance	-	30,111	30,111	-	31,617	31,617
Minor furniture and equipment	-	41,178	41,178	-	67,339	67,339
Miscellaneous	-	18,672	18,672	-	22,890	22,890
Advertising and recruitment	-	6,425	6,425	-	4,795	4,795
Total other	<u>5,050,560</u>	<u>883,861</u>	<u>5,934,421</u>	<u>5,217,573</u>	<u>806,128</u>	<u>6,023,701</u>
Total expenses	<u>\$ 8,980,946</u>	<u>\$ 3,940,450</u>	<u>\$12,921,396</u>	<u>\$ 9,633,755</u>	<u>\$ 3,171,216</u>	<u>\$12,804,971</u>

The Technical Assistance Collaborative, Inc.

Notes to Financial Statements

June 30, 2023

Note 1 – Operations and Nonprofit Status

The Technical Assistance Collaborative, Inc. ("TAC") was incorporated in May of 1992. TAC provides research and technical assistance to national, state, and local health, human services and affordable housing organizations throughout the United States.

TAC is exempt from Federal income taxes as an organization (not a private foundation) formed for charitable purposes under Section 501 (c) (3) of the Internal Revenue Code ("IRC"). TAC is also exempt from state income taxes. Donors may deduct contributions made to TAC within the requirements of the IRC.

Note 2 – Summary of Significant Accounting Policies

Financial Statement Presentation – The accompanying financial statements of TAC have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) as they apply to not-for-profit organizations, which requires TAC to present financial information in its statements of financial position and statements of activities and changes in net assets according to two classes of net assets based on the existence or absence of donor-imposed restrictions as discussed below.

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor restrictions. At its discretion, the Board of Directors may designate from net assets without donor restrictions amounts to be used for specific purposes (see Note 4).

Net Assets With Donor Restrictions – Net assets that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met with the passage of time, the occurrence of certain events or by the use of the funds as specified by the donor. Other donor-imposed restrictions may be perpetual in nature where the donor stipulates that the funds be maintained in perpetuity. (See Note 4).

Donor-restricted support is recorded as "net assets with donor restrictions" when received or unconditionally pledged. When a temporary donor-imposed restriction expires, either by use of the funds for the specified purpose or by the expiration of a time restriction, related amounts of "net assets with donor restrictions" are reclassified to "net assets without donor restrictions" and reported in the statement of activities as "net assets released from restrictions".

Contributions made with donor-imposed restrictions to maintain the principal in perpetuity, while allowing the use of income generated therefrom, are also classified as "net assets with donor restrictions". Income derived from the investment of these perpetual net assets is reported as an increase in "net assets without donor restrictions" or "net assets with donor restrictions" depending on the terms of the donor instrument. Unrealized gains or losses on perpetual net assets are reported as increases or decreases in "net assets with donor restrictions" unless the donor explicitly states otherwise.

Contributions – TAC recognizes contributions in accordance with Accounting Standards Update (ASU) 2018-08, "Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made". The ASU assists entities in evaluating whether transactions should be accounted for, and reported as, contributions or as exchange transactions, and in determining whether a contribution is conditional or unconditional.

Note 2 – Summary of Significant Accounting Policies (Cont.)

The ASU clarifies that a contribution represents a nonreciprocal transaction where the grantor or donor does not receive a benefit of commensurate value in return for the assets or resources provided to the recipient. In an exchange transaction, the resource provider receives some thing or benefit of commensurate value in return for the resources provided. Exchange transactions include instances where a transfer of assets represents a payment from a third-party payer on behalf of an existing exchange transaction between the recipient and an identified customer receiving the benefit. However, where the benefit or potential benefit is received by the public, or segments thereof, and the resource provider (such as a foundation, government agency, corporation, or other entity), only receives indirect or incidental benefit that is not of commensurate value, the transaction is considered a contribution for accounting purposes. Distinguishing between contributions and exchange transactions determines the appropriate accounting and reporting for a transaction.

Substantially all of TAC's revenue and support are considered exchange transactions that are accounted for as revenues from contracts with customers (see below and Note 7).

Conditional Grants and Contributions – Conditional grants and contributions are not recognized in the statement of activities until they become unconditional, that is, at the time when the conditions on which they depend are substantially met. Any such funds that have been received prior to the conditions being met are recorded as liabilities.

Revenue Recognition on Contracts and Other Exchange Transactions – TAC recognizes revenue in accordance with FASB Accounting Standards Codification (ASC) Topic 606, "*Revenue from Contracts with Customers*", with regard to its exchange transactions. The standard is based on the principle that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Under Topic 806, revenue recognition is determined through the following steps:

1. Identification of the contract
2. Identification of the performance obligations in the contract
3. Determination of the transaction price
4. Allocation of the transaction price to the performance obligations in the contract
5. Recognition of revenue at a point in time (when), or over time (as), a performance obligation is satisfied

Contract accounts receivable represent amounts billed or scheduled to be paid under the terms of contracts. Other contract assets consist of amounts recorded as revenues under contracts that have not yet been billed or are not yet scheduled to be paid under the contracts. Amounts billed or received in advance of performance under contracts are considered liabilities and reported as deferred revenues. Note 7 discusses the revenue recognition for TAC's contracts and other exchange transactions, and it includes a disaggregation of revenue and other revenue information.

Cash and Cash Equivalents – For the purposes of classification in the statements of financial position and cash flows, cash and cash equivalents consist of checking, savings and money market accounts.

Contracts and Grants Receivable – Contract accounts receivable consist of amounts billed or scheduled to be paid under the terms of contracts. This amount also includes other contract assets which represent amounts recorded as revenue under contracts that have not yet been billed or are not yet scheduled to be paid, which approximates \$227,900 and \$67,600 at June 30, 2023 and 2022, respectively. When considered necessary by management, contract accounts receivable and other contract assets are stated net of an allowance for doubtful accounts, which would be reported on the face of TAC's statement of financial position. The allowance is established via a provision for bad debts charged to operations. On a periodic basis, management evaluates its accounts receivable and other contract assets and establishes or adjusts its allowance to an amount that it believes will be adequate to absorb possible losses on accounts that may become uncollectible, based on evaluations of the collectability of individual accounts, and on current economic conditions. Accounts are charged against the allowance when management believes that the collectability of the specific account is unlikely. No allowance was deemed necessary by management at June 30, 2023 and 2022.

Note 2 – Summary of Significant Accounting Policies (Cont.)

Fair Value Measurements – TAC follows the accounting and disclosure standards under ASC Topic 820, *Fair Value Measurements*, for qualifying assets and liabilities, principally its investments (see below). This standard defines fair value, establishes a framework for measuring fair value, and requires disclosures about fair value measurements.

Investments – TAC reports its investments at fair value in the statement of financial position, with the corresponding realized and unrealized gains and losses included in the statements of activities and changes in net assets. Investment income includes interest and dividends that are recorded when earned, net of investment management fees (see Note 3).

Property and Equipment – TAC's policy is to capitalize furniture and equipment with a cost of \$5,000 or greater. Depreciation is computed using the straight-line method over estimated useful lives between 3 and 7 years. Furniture and equipment with a cost below this threshold are expensed in the period the cost is incurred and included in minor furniture and equipment in the accompanying statements of functional expenses. TAC's property and equipment had a cost of \$29,197, which was fully depreciated as of June 30, 2023 and 2022.

Accounting for Leases – TAC follows ASC Topic 842, *Leases*. The standard requires that a "lease-right-of-use asset" and a "lease obligation" be recorded for all lease agreements, with the permitted elected exception for short-term leases. Leases are classified as either finance or operating leases. At this time, TAC does not have any leases that meet the criteria of a finance lease.

For leases classified as operating leases TAC:

- recognizes a "lease right-of-use asset" in its statement of financial position, representing its right to use the underlying asset, and a "lease obligation" representing the present value of its obligation to make future lease payments
- recognizes lease expense by allocating the total of all required lease payments plus initial direct costs and lease incentives, if any, over the lease term on a straight-line basis, including fixed payments for any executory costs such as real estate taxes and operating expenses of the lessor
- recognizes variable executory and other costs, if any, as lease expense in the period incurred

Measure of Operations in Statements of Activities – Transactions deemed by management to be ongoing, major, or central to the provision of program or contract services are reported as operating revenues and support and operating expenses in the accompanying statement of activities and changes in net assets. Investment income and gains are reported as non-operating revenues or losses. (See "Presentation of Board Designated Net Assets" below)

Functional Allocation of Expenses – The costs and expenses of TAC are summarized on a functional basis in the statement of activities, program functions versus general and administrative functions. Program service expenses consist primarily of the cost of satisfying performance obligations under contracts. The statement of functional expenses presents the natural classification detail of expenses by function.

Expenses related directly to a program or contract are charged directly to that program or contract, while other expenses that directly relate to the general operation of TAC are charged to general and administrative functions. Certain payroll and related expenses are allocated between programs and/or functions based on actual time reports or management's estimates of the percentage of the expense attributable to each program or supporting function.

Advertising Costs – TAC expenses advertising costs in the period the costs are incurred.

Note 2 – Summary of Significant Accounting Policies (Cont.)

Income Taxes – TAC accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the financial statements regarding a tax position taken or expected to be taken in a tax return. TAC has determined that there are no uncertain tax positions that qualify for either recognition or disclosure in the financial statements at June 30, 2023 and 2022.

Use of Estimates – The preparation of financial statements in accordance with GAAP may require management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and assumptions. Significant management estimates in the accompanying financial statements include the allocation of certain costs and expenses among program or contract expenses and general and administrative expenses, and the determination of satisfaction of donor and grantee program restrictions for the release of restricted net assets.

Presentation of Board Designated Net Assets – Management presents board-designated net assets as a separate component of unrestricted net assets in its statement of financial position. Additional Board designations of net assets are separately presented as non-operating activities in the statement of activities and changes in net assets. Board appropriations of previously designated net assets for use each year are reclassified out of non-operating activities and presented as a component of operating activities in the statement of activities.

Subsequent Events – In accordance with GAAP, management has evaluated subsequent events involving TAC for potential recognition or disclosure in the accompanying financial statements. Subsequent events are events or transactions that occurred after June 30, 2023 up to December 7, 2023, the date that these financial statements were authorized to be issued.

Note 3 – Investments

The following is a summary of the fair value of TAC's investments, by type and category, at June 30:

	<u>2023</u>	<u>2022</u>
Mutual Funds		
Equity Funds:		
International	<u>\$ 328,065</u>	<u>\$ 328,384</u>
Domestic:		
Large cap	1,560,686	1,400,096
Other	<u>353,383</u>	<u>152,240</u>
	<u>1,914,069</u>	<u>1,552,336</u>
Total Equity Funds	<u>2,242,134</u>	<u>1,880,720</u>
Fixed Income Funds:		
Domestic	<u>1,415,506</u>	<u>1,508,188</u>
	<u>\$ 3,657,640</u>	<u>\$ 3,388,908</u>

Note 3 – Investments (Cont.)

Fair value is defined as the price that would be received upon selling an asset or paid to settle a liability in an orderly transaction between market participants at the measurement date. TAC uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. The hierarchy is broken down into three levels which are defined as:

Level 1 – Observable inputs such as quoted prices in active markets.

Level 2 – Inputs other than Level 1 inputs that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable, or can be corroborated by observable market data for substantially the full term of the assets:

Level 3 – Unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions that are significant to the fair value measurement.

The level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. TAC's investments have been valued using Level 1 inputs. The following is a description of the valuation methodologies used for investments measured at fair value, including the general description of such instruments pursuant to the valuation hierarchy:

Mutual Funds – These investments are public investment vehicles valued using the Net Asset Value (NAV) provided by the administrator of the fund. The NAV is a quoted price in an active market.

Net investment income consisted of the following for the years ended June 30:

	<u>2023</u>	<u>2022</u>
Interest and dividends	\$ 130,915	\$ 184,841
Investment fees	<u>(33,225)</u>	<u>(39,307)</u>
	<u>\$ 97,690</u>	<u>\$ 145,534</u>

Net gains (losses) on investments consisted of the following for the years ended June 30:

	<u>2023</u>	<u>2022</u>
Unrealized gains (losses)	\$ 215,566	\$ (793,542)
Realized (losses) gains	<u>(25,601)</u>	<u>60,184</u>
	<u>\$ 189,965</u>	<u>\$ (733,358)</u>

During the year ended June 30, 2023, sales of investment securities approximated \$211,000 (\$379,000 during the year ended June 30, 2022).

Investment securities, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the values of investment securities will occur in the near term, and that such changes could materially affect the amounts reported in the accompanying statements of financial position.

Investments are presented as long-term assets in the accompanying statements of financial position as it is management's intent to hold these assets for long-term growth.

Note 4 – Net Assets with Donor Restrictions and Board Designations

Net assets with donor restrictions total \$17,300 at both June 30, 2023 and 2022 and are restricted for specific program purposes. During the year ended June 30, 2022, donor restricted net assets released for program use approximated \$327,100 (there were no such releases of donor restrictions during the year ended June 30, 2023).

The Board has implemented a policy in which each year 4% of the average investment balance is designated to be used for various administrative projects which are not funded through outside sources. The use of these designated funds are shown as a reclassification from non-operating activities to operating activities each year as an "allocation of board designated net assets". At June 30, 2023 \$102,537 of net assets have been designated by the board but not yet spent by the Organization (\$175,994 at June 30, 2022). During the years ended June 30, 2023, and 2022, designated net assets were appropriated for use for various administrative projects approximating \$223,900 and \$137,000, respectively.

Note 5– Lease Commitments

TAC leases office space under an eight-year and four-month (100 month) agreement expiring in November of 2028. The lease agreement requires base monthly payments that commenced at approximately \$29,480 and escalate to approximately \$33,862 throughout the term of the lease. Additionally, TAC received a rent "holiday" for the first two months of the lease term, as well as in October of 2021 and November of 2022. In addition to the base rent, TAC is billed annually for its proportionate share of real estate taxes and operating expenses that are in excess of the base year amounts as defined in the agreement. After 24 months, in accordance with the provisions of the lease agreement \$100,000 of the \$175,000 security deposit was refunded to TAC. The security deposit will remain at \$75,000 for the remainder of the lease term.

The following is a summary of the recorded lease right-of-use asset under ASC 842, "Leases" at June 30:

	<u>2023</u>	<u>2022</u>
Operating lease right-of-use asset	\$ 2,659,439	\$ 2,659,439
Less accumulated amortization	<u>(709,284)</u>	<u>(353,993)</u>
Operating lease right-of-use asset, net	<u>\$ 1,950,155</u>	<u>\$ 2,305,446</u>

Future minimum payments under the office lease are as follows:

<u>Year Ending June 30</u>	
2024	\$ 372,328
2025	379,794
2026	387,386
2027	395,124
2028	403,026
Thereafter	<u>169,310</u>
Total future gross lease payments	2,106,968
Less unamortized discount	<u>(23,405)</u>
Recorded present value of lease obligation	2,083,563
Current portion	<u>364,658</u>
Long-term portion	<u>\$ 1,718,905</u>

Note 5— Lease Commitments (Cont.)

The discount rate imputed on the lease obligation was .40% which represents the risk-free rate at the time of TAC's transition to ASC Topic 842 effective July 1, 2021. Required payments for TAC's proportionate share of real estate tax increases are not included in the recorded lease obligation and asset since they are variable payments that do not depend on a specified index or rate. They are recorded to expense as they are incurred.

Lease costs consist of the following for the years ended June 30:

	<u>2023</u>	<u>2022</u>
Operating lease expense	\$ 364,350	\$ 364,350
Variable lease expense	1,503	-
Short-term and insignificant lease expense	13,295	11,751
	<u>\$ 379,148</u>	<u>\$ 376,101</u>

Cash flows applied to this operating lease totaled approximately \$335,000 and \$329,000 for the years ended June 30, 2023 and 2022, respectively.

Note 6 – Retirement Plans

Annually, TAC's Board of Directors elects to contribute an amount to a qualified retirement plan for its employees. For the years ended June 30, 2023 and 2022, the Board of Directors elected to contribute 10% of eligible compensation, resulting in contributions totaling approximately \$461,000 and \$430,000, respectively, which are included in payroll taxes and fringe benefits in the accompanying statements of functional expenses.

Note 7 – Revenues

A general description of TAC's services and revenue sources is provided in Note 1. TAC records revenues from contracts with customers as services are provided over the terms of the contracts. A significant amount of its revenues are generated from the federal government, state agencies, not-for-profit and other organizations under unit-rate and cost reimbursable contracts. Payments to TAC are subject to audit by the appropriate federal government or state agency. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of TAC as of June 30, 2023 and 2022, or on the changes in its net assets for the years then ended.

Revenues and support are disaggregated by source type as follows for the years ended June 30:

	<u>2023</u>	<u>2022</u>
Contract Revenues:		
Federal agencies	\$ 7,272,986	\$ 7,253,293
Various states & agencies	2,357,565	2,811,886
Various cities & counties	214,105	307,996
NFP & other organizations	2,996,308	2,268,938
Total contract revenues	<u>12,840,964</u>	<u>12,642,113</u>
Private Grants (Contributions):	-	150,000
Appropriation of board designated net assets (Note 4)	223,948	136,971
Revenue & Support	<u>\$ 13,064,912</u>	<u>\$ 12,929,084</u>

Note 8 – Financial Instruments, Credit Risks and Concentration Risks

Financial instruments that potentially subject TAC to concentrations of credit risk consist of cash and equivalents, contracts and grants receivable, investments, and accounts payable. A summary of credit and concentration risks and other concentrations follows.

Cash and Equivalents – TAC maintains its cash balances in Massachusetts banks and with an investment company. At certain times during the year, cash balances exceeded the federally insured amounts. At June 30, 2023, based on bank balances, TAC had approximately \$213,300 of deposits in excess of the federal insured limits.

Contract Revenues and Accounts Receivable – A general disaggregation of TAC's contract revenues by source is presented in Note 7. A significant amount of its contracts are with the U.S. Departments of Housing and Urban Development (HUD) and Veterans Affairs (VA), as well as the Massachusetts Executive Office of Health and Human Services (EOHHS). Contract revenue and accounts receivable concentrations consist of the following as of and for the years ended June 30, 2023 and 2022:

	2023		2022	
	Percentage of Total Unrestricted Operating Revenue & Support	Percentage of Contracts Receivable at Year End	Percentage of Total Unrestricted Operating Revenue & Support	Percentage of Contracts Receivable at Year End
Government Agencies				
HUD	30%	14%	34%	9%
VA	26%	19%	22%	22%
Mass EOHHS	-	-	9%	12%
	<u>56%</u>	<u>33%</u>	<u>65%</u>	<u>43%</u>

Investments – TAC holds investments in various mutual funds as summarized by type in Note 3.

Accounts Payable and Consultant Expense – At June 30, 2023, TAC has approximately \$120,300 of accounts payable to one international management consulting firm, representing 18% of its total accounts payable. During the year ended June 30, 2023 approximately \$1,623,000 of TAC's consultant expense represents fees billed by one consultant, 34% of its total consultant expense for the year. In the previous fiscal year \$1,474,000 of consultant expense represented fees from the same consultant (30% of the total).

Note 9 – Notes Receivable – Impact Fund

TAC has two Impact Notes Receivable (\$110,000 and \$250,000) from the Enterprise Community Loan Fund, Inc., a not-for-profit 501(C)(3) corporation. The notes have interest rates of 2.5% and 2.0%, respectively, and they mature on May 31, 2024 and May 26, 2026, respectively. Interest on the two notes is due annually on September 30, but TAC has elected to reinvest the annual interest payments. The loan funds are intended to be used by the Enterprise Community Loan Fund, Inc. to deliver innovative financial products and technical assistance to mission-aligned organizations to acquire, develop, and preserve quality affordable housing for low and moderate-income families, and to revitalize their communities by providing access to good jobs, quality affordable housing, schools, transportation, and healthy-living environments. Repayment of the notes is dependent upon the Enterprise Community Loan Fund's financial condition and operations. Interest earned and reinvested for the year ended June 30, 2023 and 2022 approximated \$7,952 and \$4,613, respectively.

Note 10 – Financial Assets and Liquidity Resources

Financial assets and liquidity resources available for general expenditure, that is, without donor or other restrictions limiting their use within one year of the date of the statement of financial position comprise the following at June 30:

	<u>2023</u>	<u>2022</u>
Financial Assets:		
Cash and equivalents	\$ 227,913	\$ 671,683
Contracts and grants receivable	3,328,503	2,737,108
Investments	<u>3,657,640</u>	<u>3,388,908</u>
Total financial assets available within one year	<u>\$ 7,214,056</u>	<u>\$ 6,797,699</u>

As part of TAC's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations become due. Management believes that TAC has sufficient financial assets available to cover the general expenditures over the next twelve months. Expenditures for program services over the next twelve months depend on the amount of TAC's revenue contracts and support.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS



**GT REILLY
& COMPANY**
CPAs and Advisors

424 Adams Street, Milton, MA 02186-4358
T. 617.696.8900 / F. 617.698.1803
www.gtreilly.com

**Independent Auditors' Report on Schedule
of Expenditures of Federal Awards**

Board of Directors
The Technical Assistance Collaborative, Inc.

Our report on our audit of the financial statements of The Technical Assistance Collaborative, Inc. appears on Page 1. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards for the year ended June 30, 2023, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance) is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

G. T. Reilly & Company

G.T Reilly & Company

Milton, Massachusetts
December 7, 2023

The Technical Assistance Collaborative, Inc.

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2023

<u>Federal Grantor/Pass-through Grantor/Program or Cluster Title</u>	<u>Federal Assistance Listing Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Passed Through to Subrecipients</u>	<u>Total Federal Expenditures</u>
U.S. Department of Housing and Urban Development				
Community Compass Technical Assistance and Capacity Building	14.259	N/A	\$ -	\$ 3,876,062
U.S. Department of Veteran Affairs				
VA Supportive Services for Veteran Families Program	64.033	N/A	\$ -	1,674,970
Total			<u>\$ -</u>	<u>\$ 5,551,032</u>

Notes to Schedule of Expenditures of Federal Awards

Note 1 – Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of The Technical Assistance Collaborative, Inc. under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2, U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of The Technical Assistance Collaborative Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of The Technical Assistance Collaborative, Inc.

Note 2 – Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and/or OMB Circular A122, Cost Principles for Non-profit Organizations, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3 – Indirect Cost Rate

The Technical Assistance Collaborative, Inc. has elected not to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance for its Federal programs.



GT REILLY
& COMPANY
CPAs and Advisors

424 Adams Street, Milton, MA 02186-4358
T. 617.696.8900 / F. 617.698.1803
www.gtreilly.com

**Independent Auditors' Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed In Accordance with Government Auditing Standards**

Board of Directors
The Technical Assistance Collaborative, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of The Technical Assistance Collaborative, Inc. ("TAC"), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, changes in net assets, functional expenses and cash flows, for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 7, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered TAC's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purposes of expressing our opinion on the financial statements, but not for the purposes of expressing an opinion on the effectiveness of TAC's internal control. Accordingly, we do not express an opinion on the effectiveness of TAC's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

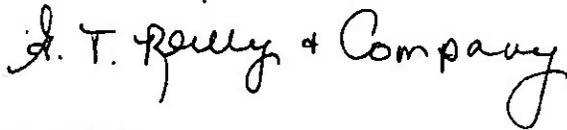
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether TAC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of TAC's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering TAC's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "G.T. Reilly & Company". The signature is written in black ink and is positioned above the printed name of the firm.

G.T Reilly & Company

Milton, Massachusetts
December 7, 2023



GT REILLY
& COMPANY
CPAs and Advisors

424 Adams Street, Milton, MA 02186-4358
T. 617.696.8900 / F. 617.698.1803
www.gtreilly.com

Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

Board of Directors
The Technical Assistance Collaborative, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Program

We have audited The Technical Assistance Collaborative, Inc.'s ("TAC") compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on TAC's major Federal program for the year ended June 30, 2023. TAC's major Federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, TAC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of TAC and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of TAC's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to TAC's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on TAC's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about TAC's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding TAC's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of TAC's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of TAC's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

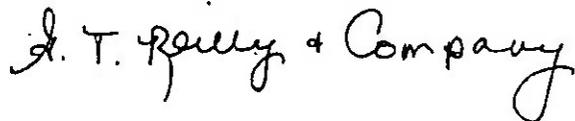
Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in cursive script that reads "G.T. Reilly & Company". The signature is written in black ink and is positioned above the printed name of the company.

G.T Reilly & Company

Milton, Massachusetts
December 7, 2023

The Technical Assistance Collaborative, Inc.

Schedule of Findings and Questioned Costs

Year Ended June 30, 2023

(A) Summary of Audit Results

1. The independent auditors' report expresses an unmodified opinion on whether the financial statements of The Technical Assistance Collaborative, Inc. were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
3. No instances of noncompliance material to the financial statements of The Technical Assistance Collaborative, Inc., which would be required to be reported in accordance with Government Auditing Standards, were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance required by the Uniform Guidance.
5. The independent auditors' report on compliance for all major federal award programs for The Technical Assistance Collaborative, Inc. expresses an unmodified opinion.
6. The audit did not disclose any findings relative to the major federal award program for The Technical Assistance Collaborative, Inc. that are required to be reported in accordance with 2 CFR section 200.516 (a) (major federal awards program), Part C of this schedule.
7. The programs tested as major programs are as follows:

U.S Department of Housing and Urban Development: Community Compass Technical Assistance and Capacity Building	14.259
U.S. Department of Veterans Affairs: VA Supportive Services for Veteran Families Program	64.033
8. The threshold for distinguishing Types A and B programs was \$750,000.
9. The Technical Assistance Collaborative, Inc. was classified as a high-risk auditee.

(B) FINDINGS – FINANCIAL STATEMENTS AUDIT

None

(C) FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

None

The Technical Assistance Collaborative, Inc.

Summary Schedule of Prior Audit Findings

Year Ended June 30, 2023

There no prior year audit findings.

Technical Assistance Collaborative

Board of Directors 2025

1. Sheila Crowley, Chairperson
Former ED, National Low Income Housing Coalition
2. George Brice, Member
Prog. Dev. Spc., Collaborative Support Programs of NJ, Inc.
3. Sue Devlin, Member
Assoc. ED, Comprehensive Behavioral Healthcare
4. Aaron Gornstein, Member
President & CEO, Preservation of Affordable Housing, Inc.
5. John Lozier, Member
Former ED, National Health Care for the Homeless Council
6. Anne Miskey, Member
CEO, Union Station Homeless Services
7. John Parvensky, Member
President & CEO, Colorado Coalition for the Homeless

Melany Mondello, M.B.A.

Senior Consultant

Profile

Ms. Mondello (she, her, hers) has over 23 years of experience in policies and practices related to housing and services for vulnerable populations including those experiencing homelessness. She has directed U.S. Department of Housing and Urban Development (HUD) Continuums of Care (CoCs) and helped state and local government and nonprofit agencies in their efforts to end and prevent homelessness in rural and urban areas.

Technical Assistance Collaborative, Inc. (Boston, MA)

Senior Consultant (2021 – Present)

Senior Associate (2010 – 2021)

Leads and manages consultation and technical assistance on policy and best practices in solutions to homelessness and institutionalization of people with disabilities with a range of clients, including federal, state, and local government, national associations, philanthropy, and other stakeholders.

Recent Projects

- Provides remote and on-site TA on developing local planning bodies, creating and implementing performance measures, assisting troubled projects, and developing funding priorities.
- Helps increase supportive housing development capacity and knowledge on accessing federal, state, and local resources in rural areas.
- Helps states to develop and implement permanent supportive housing (PSH) plans.
- Delivers customized presentations on the CoC Program, the Homeless Management Information System (HMIS), annual performance reports, housing models, cost studies, and high-performing continuum structure.
- Performs program review, monitoring, and regulation interpretation for federal programs including CoC Program.
- Managed Department of Veterans Affairs (VA) Supportive Services for Veteran Families (SSVF) TA team.
- Successfully managed over 25 housing subsidy grants for over 1,400 people with severe disabilities in a rural state.
- Facilitated Maine's Balance of State CoC and Data/HMIS subcommittee to successfully prepare seven annual CoC submissions, all of which received high scores from HUD.
- Led a three-year research project documenting the effectiveness of PSH for homeless persons with disabilities in Maine.

Skills & Expertise

- Streamlining & prioritizing housing and services to vulnerable populations
- CoC Program implementation, with focus on rural areas
- Developing & implementing statewide PSH plans
- Creating Quality Improvement Systems
- Utilizing CoC systems such as e-snaps, Sage, HMIS to complete federal requirements

Education

- M.B.A. / 2019 (Public St. Joseph's College of Maine)
- B.A. / 1996 (Psychology) U. of Southern Maine

Other Professional Experience

Shalom House, Inc. (Portland, ME)

2001 – 2010

Statewide Grant Coordinator

Ms. Mondello coordinated 25 federal Shelter+Care (S+C) grants as well as the state-funded Bridging Rental Assistance Program transitional housing subsidy program. Under her management the S+C program for individuals and families with disabilities experiencing homelessness grew by 500 units. She successfully worked with the state of Maine to triple the subsidy funding available to persons with a severe mental illness. She was responsible for system development and monitoring nonprofit subrecipients of HUD McKinney-Vento funds awarded to the Maine Department of Health and Human Services. Ms. Mondello served as co-chair of Maine's Balance of State CoC and was involved in Homeless Management Information System (HMIS) implementation.

Ingraham, Inc. (South Portland, ME)

1997 – 2001

Quality Improvement Coordinator

Ms. Mondello provided oversight for the agency's mental health programs to ensure compliance with state and federal regulations. She developed procedure, policy, and data systems to manage program efficacy and compliance with both HUD and Medicaid regulations. She was responsible for performing site reviews and explaining regulation and administrative policy to stakeholders both internally and externally. She also trained crisis hotline volunteers.

Douglas Tetrault

Senior Consultant

Profile

Mr. Tetrault has over 14 years of experience working on issues related to affordable housing and homelessness, with particular focus on permanent supportive housing (PSH); rapid rehousing (RRH); homelessness prevention; diversion and rapid exit strategies; homeless system mapping; equitable service design; coordinated entry implementation; and the integration of health care and income supports for vulnerable populations.

Technical Assistance Collaborative, Inc. (Boston, MA)

Senior Consultant (2023 – Present)

Senior Associate (2018 – 2023)

Associate (2014 – 2018)

Leads and manages consultation and TA on policy and best practices in solutions to homelessness and institutionalization of people with disabilities with a range of clients, including federal, state, and local government, national associations, philanthropy, and other stakeholders.

Recent Projects

- Manages a multiyear TA contract for the Department of Veterans Affairs (VA) Homeless Program Office across multiple subcontractors, including direct provision of TA services.
- Supports a multiyear TA contract for the VA Supportive Services for Veteran Families (SSVF) program across multiple subcontractors, including direct provision of TA services.
- Supports the VA Grant & Per Diem (GPD) program to design and enhance performance outcomes in various models of interim housing.
- Delivers TA on behalf of VA, U.S. Department of Housing and Urban Development (HUD), and private clients with a focus on trainings, consultation, and peer learning forums in multiple states and localities.
- Leads planning and logistical implementation of large-scale events, often occurring in multiple sites simultaneously, for diverse audiences.
- Creates tools and training materials for homeless assistance programs.
- Represents TAC on Veteran-related workgroups and conferences, and provides expertise related to Veterans' issues, rapid rehousing program design, homelessness prevention, housing problem solving, diversion and rapid exit strategies, the Homeless Management Information System (HMIS), data analysis, and coordinated entry.
- Works with Continuums of Care (CoCs) on operations, planning, and stakeholder coordination.

Skills & Expertise

- ESG & CoC programs
- SSVF, GPD, HUD-VASH, & other VA-funded programs
- Developing customized training & support curricula for local, state, & federal agencies
- Coordinated entry design, evaluation, & management
- Training & event planning, web-based training, & virtual peer learning environments

Education

- B.S. / 2008
(Professional Writing)
Champlain College,
Burlington, VT

Other Professional Experience

Massachusetts Shelter & Housing Alliance	2009 – 2014
---	--------------------

Program Manager

- Responsible for the administration of over \$9M in publicly funded contracts providing nearly 1,000 units of shelter and housing across a broad range of homeless services.
- Monitored program performance and outcomes through direct onsite evaluations, data collection and reporting, and ongoing provider technical assistance.
- Developed and maintained partnerships and coordinated efforts among a wide variety of stakeholders including public, private, and philanthropic entities.
- Project liaison for first "pay for success" initiative in the U.S. to focus on chronic homelessness; provided technical support and economic modeling for pilot.
- Assisted in compiling organizational policy and capacity-building initiatives.

The Mind Trust (Indianapolis, IN)	2009
--	-------------

Special Projects Manager

Be the Change, Inc. (Boston, MA)	2008 – 2009
---	--------------------

Executive Assistant

U.S. Senate Judiciary Committee	2008
--	-------------

Judiciary Intern

Chelsea Mahoney

Senior Associate

Profile

Chelsea Mahoney has experience working with affordable housing and homelessness programs with nonprofit, local, and state organizations with a focus on rapid rehousing, homelessness prevention, and permanent supportive housing programs, specifically targeting Veterans and other vulnerable populations.

Skills & Expertise

- Emergency Solutions Grant program
- Permanent supportive housing
- SSVF and other VA housing programs
- Program and project management
- Content development & facilitation/training

Education

B.S.W. / 2015
Johnson C. Smith U., Charlotte, NC

Technical Assistance Collaborative, Inc. (Boston, MA)

2024 – Present

Associate

Manages and provides consultation, training, support, and expertise on federal housing and homelessness programs. Works with state and local public entities on strategic planning and systems transformation initiatives.

Other Professional Experience

Passage Home, Inc. (Raleigh, NC)

2020 – 2023

Director of Programs (2023)

Veteran Services Program Manager (2021 – 2022)

Veteran Services Case Manager (2020 – 2021)

As Director of Programs:

- Secured and managed more than \$2M in grant-funded programs including those from the U.S. Department of Housing and Urban Development (HUD), the Department of Veterans Affairs (VA), and the U.S. Department of Health and Human Services Community Services Block Grant program.
- Developed and monitored annual program budgets working with finance and operations team.
- Assured compliance of all program grants and reports to appropriate funding agencies, both public and private, within grant deadlines and guidelines.
- Provided data and prepared and distributed reports, correspondence, and documents in a timely manner as required by funding agencies.
- Monitored agency progress towards programmatic goals and outcomes.
- Collaborated with senior leadership team on strategy and direction to improve program operations and efficiency.
- Oversaw the development and implementation of four programs with 20 staff.
- Provided day to day supervision and operational support to all direct service staff and indirect volunteers.

Chelsea Mahoney, Senior Associate



- Helped to develop and sustain the infrastructure, culture, and competencies necessary to establish and maintain Passage Home as a locally, state and nationally respected community development corporation.
- Supported Chief Executive Officer with daily operational functions.

As Veteran Services Program Manager:

- Managed annual program budget of over \$500,000.
- Tracked key performance indicators and grant expenditures.
- Collaborated with community and federal stakeholders.
- Led interdisciplinary team to address programmatic, agency, and community barriers.
- Increased staffing by 50% to address program need.
- Launched three new services within program.
- Increased client enrollment time by 27% through process improvement.
- Conducted staff onboarding and continuous coaching/development training.
- Developed program implementation and strategic plan.

As Veteran Services Case Manager:

- Coordinated individualized housing discharge plans.
- Documented case notes daily and coordinated follow-up.
- Maintained current knowledge of housing market trends and resources.
- Recruited landlords to provide suitable and affordable units.
- Assessed clients for program eligibility.

Volunteers of America Chesapeake & Carolinas (Durham, NC)	2021 – 2022
--	--------------------

Supportive Services for Veteran Families (SSVF) Case Manager

- Developed understanding of low-income housing supports.
- Established outreach plan to target SSVF population.
- Conducted housing and comprehensive supportive services assessments.
- Coordinated services between community partners and participants.
- Developed placement, stabilization and follow-up plans with SSVF participants.
- Completed data reporting in Homeless Management Information System (HMIS) and other systems as required.

Mecklenburg County Mobile Crisis (Charlotte, NC)	2018 – 2019
---	--------------------

Phone Counselor

- Received crisis calls from police, behavioral health, crisis lines, and consumers.
- Effectively triage a call to the appropriate level of care.
- Conducted a lethality assessment.
- Effectively deescalated a client in crisis, over the phone.
- Developed crisis plan,
- Assigned follow up task depending on crisis level.

Health Advocate

- Participated in multidisciplinary health care coordination for patients' chronic health conditions.
- Provided education and training to patients.
- Completed health care goal-setting and monitored progress towards goal.
- Assisted in patient health care coordination and connection to appropriate community resources.
- Advocated for self-management.

Phillip Allen, M.A.

Senior Associate

Profile

Mr. Allen has over 15 years of experience working on issues associated with ending and preventing homelessness. He has expertise in rural homelessness solutions; accessing Veteran services; implementing rapid rehousing (RRH); housing problem-solving and homelessness prevention programs; and building community collaboration to find systemic solutions to help vulnerable populations.

Technical Assistance Collaborative, Inc. (Boston, MA)

Senior Associate (2023 – Present); Associate II (2021 – 2023);
Associate (2017 – 2021)

Manages and provides consultation, training, support, and expertise on federal housing and homelessness programs. Works with state and local public entities on strategic planning and systems transformation initiatives.

Recent Projects

- Managers a multiyear TA contract for the Department of Veteran Affairs (VA) Supportive Services for Veteran Families (SSVF) program.
- Facilitates planning, implementation, and action planning processes for communities to address homelessness among Veterans.
- Develops and facilitates communities of practice for the U.S. Department of Housing and Urban Development (HUD) and the Department of Veterans Affairs (VA) on topics such as housing problem solving, RRH core components, program management, coordination of VA resources, Continuum of Care (CoC) governance, and health care navigation.
- Provides direct TA on Veteran homelessness to Balance of State CoCs in WV, ME, and VT, and to the Chittenden County (VT), Missoula (MT), Denver (CO) Metropolitan Area, Seattle (WA), Portland (OR), and Fairbanks (AK) CoCs.
- Supported the development and implementation of an online learning management system for new SSVF program managers.
- Delivers tailored training and TA to state, county, municipal, and other systems officials; community-based organizations, including HUD grantees; and agency staff to promote the adoption of equity-based practices, policies, and procedures.
- Provides direct TA to CoCs in HUD Region 2 and coordinates efforts for regional Points of Contact in the same region.
- Provides subject matter expertise on coordinating Legal Aid Services to Veterans struggling with housing insecurity.

Skills & Expertise

- Rural homelessness solutions
- Leveraging Legal Aid services for homeless & vulnerable populations
- Facilitating communities of practice & peer-to-peer learning sessions
- By-name lists & HMIS
- Facilitation of race equity conversations with federal partners

Education

- M.A. / 2008 (Sociology)
San Diego State U.
(San Diego, CA)
- B.A. / 2004 (Sociology & Psychology)
Adams State College
(Alamosa, CO)

Other Professional Experience

Preble Street (Portland, ME)	2011 – 2017
-------------------------------------	--------------------

Program Coordinator, Supportive Services for Veteran Families (SSVF) Grant (2011 – 2017)

As the statewide Program Coordinator for Preble Street's \$1.6 million SSVF grant in Maine, Mr. Allen was responsible for complying with contract requirements, evaluating program successes, and developing and maintaining program policies and procedures. Under his direction, the grant was recognized regionally and nationally as high-performing, both for its provision of services and for its data quality and strategic planning based on that data.

Southern Maine Community College (South Portland, ME)	2011 – Present
--	-----------------------

Adjunct Instructor

In "Sociology 100" courses, instructs non-traditional students in the basic concepts and research methods used in the field of sociology.

City of Portland (ME)	2009 – 2011
------------------------------	--------------------

Human Services Counselor, Homelessness Prevention & Rapid Rehousing Program

Coordinated resources and provided housing assistance to targeted homeless clients with mental illness and co-occurring disorders; identified homeless clients, assessed their needs, linked them to resources, and monitored and evaluated their services and supports.

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: Technical Assistance Collaborative, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Melany Mondello	Senior Consultant	\$8,000.00	\$150,469.00
Douglas Tetrault	Senior Consultant	\$5,000.00	\$143,222.00
Chelsea Mahoney	Senior Associate	\$3,000.00	\$108,150.00
Phil Allen	Senior Associate	\$4,000.00	\$123,600.00
		\$0.00	\$0.00
		\$0.00	\$0.00

ARC

22



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH**

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 10, 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 for Behavioral Health, to enter into a Sole Source amendment to an existing contract with Technical Assistance Collaborative, Inc. (VC# 342192), Boston, MA, to continue to provide the Department with assistance in developing a Continuum of Care (CoC) System and Coordinated Entry System for the U.S. Department of Housing and Urban Development (HUD), in addition to providing general homeless system assessments and support, by exercising a contract renewal option by increasing the price limitation by \$20,000 from \$20,000 to \$40,000 and by extending the completion date from June 30, 2024 to June 30, 2025, effective July 1, 2024, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on September 20, 2023, item #44.

Funds are available in the following account for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500585	Grants for Pub Asst and Relief	42309685	\$20,000	\$0	\$20,000
2025	074-500585	Grants for Pub Asst and Relief	N/A	\$0	\$20,000	\$20,000
			Total	\$20,000	\$20,000	\$40,000

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

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor is the only HUD-approved technical assistance provider, located in New England that can provide onsite technical assistance as needed to support the ongoing CoC coordination, project evaluation, project monitoring, and other system improvement activities as specified in the CoC Planning Grant.

The purpose of this request is for the Contractor to continue providing support to the Department for the development of the CoC Governance including system analysis and evaluation to ensure alignment with HUD's requirements and HMIS data standards. The Contractor will continue to assist with CoC Systems improvement through the development of monitoring criteria for all CoC projects and systems as required by HUD. The Contractor will assist with the development of updated policies and procedures, and monitoring tools, to incorporate newly funded Continuum of Care project types including the Rural Supportive Services Only (RSSO) projects for street outreach, and the Youth Homelessness Demonstration Program (YHDP) grants which will no longer be in a demonstration period as of September 30, 2024. TAC will provide guidance on how to fully incorporate the RSSO and YHDP policies and procedures into the overall Continuum of Care policies and procedures. TAC will also provide a training series for the Continuum of Care on housing focused services. This training series will be incorporated into the Training Library that is being developed for the Council on Housing Stability, which will be available to all homeless services providers in NH.

The Department will monitor services by reviewing monthly reports provided by the Contractor.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2. of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the four (4) years available.

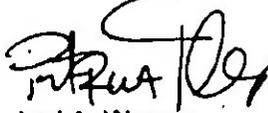
Should the Governor and Council not authorize this request, the Balance of the State CoC program will not have technical assistance or support, which is necessary to ensure the CoC is meeting all HUD requirements while improving the system of homeless services. The CoC is tasked with ending homelessness through constant evaluation, monitoring, and system improvement. In addition, not authorizing this request could result in a diminished HUD performance score and the possible elimination of existing housing programs statewide. The funds in this program are dedicated to the purposes described and cannot be used for direct client services.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #14.267, FAIN NH0156L1T002200.

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

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

This Amendment to the Continuum of Care Planning Grant Technical Assistance contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Technical Assistance Collaborative, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #44), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$40,000
3. Modify Exhibit C, Payment Terms, Section 1., to read:
 1. This Agreement is funded by:
 - 1.1. 100% Federal funds, as awarded on March 28, 2023, and July 28, 2023, by the U.S. Department of Housing and Urban Development, Continuum of Care Program, ALN 14.267, FAINs NH0133L1T002100 and NH0156L1T002200.
4. Modify Exhibit C, Payment Terms, Section 3., to read:
 3. Payment shall be for services provided in the fulfillment of this Agreement as specified in Exhibit B Scope of Services, and in accordance with Exhibit C-1 Budget and Exhibit C-2 Budget, Amendment #1.
5. Add Exhibit C-2 Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

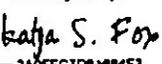
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

4/17/2024

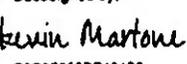
Date

DocuSigned by:

2A0FEC7D61084F3...
Name: Katja S. Fox
Title: Director

Technical Assistance Collaborative, Inc.

4/17/2024

Date

DocuSigned by:

D0C8C358D019486...
Name: Kevin Martone
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/19/2024

Date

DocuSigned by:
Robyn Guarino
748734844941480..

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

ARC

0 SEP06 '23 PM 1:15 RCU

44



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 31, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a Sole Source contract with Technical Assistance Collaborative, Inc. (VC #342192), Boston, MA, in the amount of \$20,000 to provide the Department with assistance in developing a Continuum of Care (CoC) system and Coordinated Entry System for the U.S. Department of Housing and Urban Development (HUD), in addition to conducting general homeless system assessments and support, with the option to renew for up to four (4) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-98-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500585	Grants for Pub Asst and Relief	N/A	\$20,000
			Total	\$20,000

EXPLANATION

This request is Sole Source because the Technical Assistance Collaborative is the only HUD approved technical assistance provider that is located in New England and can provide onsite technical assistance as needed for the purposes of supporting the ongoing CoC coordination, project evaluation, project monitoring, and other system improvement activities as guided by the CoC Planning Grant.

The purpose of this request is to provide assistance to the Department with developing a CoC system and Coordinated Entry System, in addition to conducting general homeless system assessments and supports.

The Contractor will provide support to the Department in the development of the CoC Governance, including system analysis, and evaluation in order to ensure alignment with HUD's requirements, and HMIS data standards. The Contractor shall assist with CoC System improvement through the development of monitoring criteria for all CoC projects and system as required by HUD.

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

The Contractor will conduct planning activities to ensure the current Coordinated Entry System is aligned with federal policies and regulations. The Contractor will also create project and system evaluations in accordance with the federal CoC regulations. Additionally, the Contractor will provide technical assistance to the Department for the annual CoC Program application as assigned by HUD.

The Department will monitor services by reviewing monthly reports provided by the Contractor.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2, of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

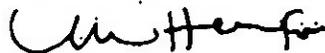
Should the Governor and Council not authorize this request, the Balance of State CoC program will not have technical assistance or support that is needed to ensure the CoC is meeting all of HUD's requirements while improving the system of homeless services. The CoC is tasked with ending homelessness through constant evaluation, monitoring and system improvement. This could result in a diminished HUD performance score and the possible elimination of some existing housing programs statewide. The funds in this program are dedicated to the purpose described, and cannot be used for direct client services.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #14.267, FAIN # NH0156L1T002200 and NH0133L1T002100.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

Subject: Continuum of Care Planning Grant Technical Assistance (SS-2024-DBH-23-TECHN-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 Technical Assistance Collaborative, Inc.		1.4 Contractor Address 15 Court Square 11th Floor Boston, MA 02108	
1.5 Contractor Phone Number 617-266-5657	1.6 Account Unit and Class 05-95-42-423010-79270000	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$20,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Decisigned by: <i>Kevin Martone</i> Date: 9/5/2023		1.12 Name and Title of Contractor Signatory Kevin Martone Executive Director	
1.13 State Agency Signature Decisigned by: <i>Katja S. Fox</i> Date: 9/5/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robyn Quinno</i> On: 9/5/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

KM

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.

DS
EM

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, formulas, 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.

**New Hampshire Department of Health and Human Services
Continuum of Care Planning Grant Technical Assistance**

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 the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023 ("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 four (4) 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.

1.3. 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 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
Continuum of Care Planning Grant Technical Assistance



EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide technical assistance (TA), planning and coordination support to the Department's Continuum of Care (CoC) program in the development implementation and evaluation of the current system to ensure it meets United States Department of Housing and Urban Development (HUD) requirements and desired improvement of system performance measures.

1.2. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 4:30 PM, excluding state and federal holidays.

1.3. The Contractor must develop a CoC system, ensuring activities include, but are not limited to:

1.3.1. Assisting with CoC system development through technical support, including the further development of performance and annual monitoring for Balance of State Continuum of Care (BoSCoC) projects; and

1.3.2. Assisting with the development of monitoring criteria for Coordinated Entry (CE) and Homeless Management information System (HMIS) CoC projects.

1.4. The Contractor must develop a Coordinated Entry System (CES), ensuring activities include, but are not limited to:

1.4.1. Providing assistance to CoC staff regarding CES implementation, which may include feedback relative to:

1.4.1.1. The New Hampshire CE Assessment Tool;

1.4.1.2. Evaluation criteria;

1.4.1.3. Implementation;

1.4.1.4. Interpreting evaluation results; and

1.4.1.5. Advising on system changes based on results.

1.4.2. Assisting with the development of the integration plan for Emergency Solutions Grant (ESG) Rapid Re-Housing (RRH) into BoSCoC CES.

1.4.3. Providing other support and information on topics prioritized by Department staff within approved budget and TA provider expertise and availability.

1.5. Reporting Requirements

1.5.1. The Contractor must submit monthly reports that include detailed summaries of work performed.

1.6. Confidential Data

New Hampshire Department of Health and Human Services
Continuum of Care Planning Grant Technical Assistance



EXHIBIT B

- 1.6.1. The Contractor 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.
- 1.6.2. The Contractor must ensure any individuals involved in delivering services through the resulting contract 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 Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 1.7. Department Owned Devices, Systems and Network Usage
 - 1.7.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
 - 1.7.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.7.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden, including, but not limited, to personal or other private and non-Department use, and that at no time must they access or attempt to access information without having the express authority of the Department to do so;
 - 1.7.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.7.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 1.7.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

03
klu

New Hampshire Department of Health and Human Services
Continuum of Care Planning Grant Technical Assistance



EXHIBIT B

1.7.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.7.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.7.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.7.1.9. Agree when utilizing the Department's email system:

1.7.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".

1.7.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.7.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.7.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.7.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.7.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

os
LM

New Hampshire Department of Health and Human Services
Continuum of Care Planning Grant Technical Assistance



EXHIBIT B

1.7.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.7.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.7.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.7.2. Workspace Requirement

1.7.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.8. Contract End-of-Life Transition Services

1.8.1. General Requirements

1.8.1.1. 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 must 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 must provide the DTP template to the Contractor.

1.8.1.2. 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

New Hampshire Department of Health and Human Services
Continuum of Care Planning Grant Technical Assistance



EXHIBIT B

(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.

1.8.1.3. 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.

1.8.1.4. The internal planning of the Transition Services by the Contractor and its End Users must be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services must be deemed to be Services for purposes of this Agreement.

1.8.1.5. 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.

1.8.1.6. In the event where the Contractor has commingled 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.

1.8.2. Completion of Transition Services

1.8.2.1. Each service or Transition phase must 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.

km

**New Hampshire Department of Health and Human Services
Continuum of Care Planning Grant Technical Assistance**



EXHIBIT B

1.8.2.2. 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.

1.8.3. Disagreement over Transition Services Results

In the event the Department is not satisfied with the results of the Transition Service, the Department must 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 must discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department must be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

- 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 contract 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

DS
EM

New Hampshire Department of Health and Human Services
Continuum of Care Planning Grant Technical Assistance



EXHIBIT B

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 Contract must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the contract 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; and
- 3.3.3.5. Reports.

3.3.4. The Contractor must not reproduce any materials produced under the contract 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 Contract and the period for retention hereunder, the

EM

**New Hampshire Department of Health and Human Services
Continuum of Care Planning Grant Technical Assistance**



EXHIBIT B

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 Contract 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.

DS
km

New Hampshire Department of Health and Human Services
Continuum of Care Planning Grant Technical Assistance

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, as awarded on March 28, 2023, by the U.S. Department of Housing and Urban Development, Continuum of Care Program, ALN #14.267, FAIN#s NH0156L1T002200 and NH0133L1T002100.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, 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 for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work.
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 housingsupportsinvoices@dhhs.nh.gov or mailed to:

NH DHHS
Bureau of Homeless Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within forty-five (45) 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

km

**New Hampshire Department of Health and Human Services
Continuum of Care Planning Grant Technical Assistance**

EXHIBIT C

completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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, pertaining to charitable organizations receiving support of \$1,000,000 or more.

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. 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.

km

Design Envelope ID: E45040F7-AD22-45CC-A4E0-7AC9A732A553

© 2008 Autodesk, Inc. All rights reserved.

TABLE 1. Budget

TABLE 1. Budget
PART: 000 100 1100200 0 1001100 1100100 100 1001

TABLE 1. Budget

Code	Part	Item	Description	Unit	QTY	UNIT PRICE	TOTAL PRICE
000	100	1100200	CONTRACTOR FEE		1	100000	100000
000	100	1100100	DESIGN FEE		1	100000	100000
000	100	1100100	PERMIT FEE		1	100000	100000
000	100	1100100	INSURANCE		1	100000	100000
000	100	1100100	TRAVEL		1	100000	100000
000	100	1100100	MEALS		1	100000	100000
000	100	1100100	ENTERTAINMENT		1	100000	100000
000	100	1100100	OTHER		1	100000	100000
000	100	1100100	TOTAL		7	700000	700000

TABLE 1. Budget

TABLE 1. Budget

TABLE 1. Budget

TABLE 1. Budget
PART: 000 100 1100200 0 1001100 1100100 100 1001

TABLE 1. Budget

TABLE 1. Budget
PART: 000 100 1100200 0 1001100 1100100 100 1001

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;
 - 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

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials
Date 9/5/2023

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

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 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 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>.

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 criminality 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 (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 REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS, WHISTLEBLOWER PROTECTIONS, CLEAN AIR AND CLEAN WATER ACT.

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

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

1. 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;
2. 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;
3. 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);
4. 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;
5. 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;
6. 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;
7. 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;
8. 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;
9. 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

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

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.

10. 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.
11. 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.

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: EW1XK16EPRB8
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:

9/5/2023

Date:

DocuSigned by:
Kevin Martone
EW1XK16EPRB8

Name: Kevin Martone

Title: Executive Director

v1.6/23

Exhibit D
Federal Requirements

Contractor's Initials
Date 9/5/2023

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

Contractor Initials

EM

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

DS
EM

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

DS
km

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

km

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

EM

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

03
KM

Date 9/5/2023

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/doi/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

os
EM

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

DS
KM

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 Services

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 seq., 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 limited to all its directors,

Exhibit F

Contractor Initials 

New Hampshire Department of Health and Human Services

Exhibit F

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 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 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;

Exhibit F

Contractor Initials

EM

New Hampshire Department of Health and Human Services

Exhibit F

- 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 and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
 - 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 PHI in 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) 

Exhibit F

Contractor Initials

New Hampshire Department of Health and Human Services

Exhibit F

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.

i. 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

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.

- a. 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.
- b. 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

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 used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, 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

Exhibit F

Contractor Initials

New Hampshire Department of Health and Human Services

Exhibit F

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) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 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:

Katja S. Fox

2A5FEC700104M13

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative

Director

Title of Authorized Representative

9/5/2023

Date

Technical Assistance Collaborative

Name of the Contractor

DocuSigned by:

Kevin Martone

00C6C2400104M13

Signature of Authorized Representative

Kevin Martone

Name of Authorized Representative

Executive Director

Title of Authorized Representative

9/5/2023

Date

Exhibit F

Contractor Initials

DS
KM