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Lori A. Shibinette
Commissioner

Christine L. Santaniello
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 7, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend an existing contract with Technical Assistance Collaborative, Inc. (VC# 342192), Boston, MA, to continue providing assistance with development and submission of the the annual U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program application, as well as developing a Continuum of Care system and Coordinated Entry System, and conducting general homeless system assessments, by exercising a contract renewal option by increasing the price limitation by \$26,000 from \$21,000 to \$47,000 and by extending the completion date from November 30, 2021 to November 30, 2022, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on February 3, 2021, item #6.

Funds are available in the following account for State Fiscal Years 2022 and 2023, 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
2021	102-500731	Contracts for Prog Svcs	TBD	\$21,000	\$0	\$21,000
2022	074-500589	Grants for Public Asst and Relief	TBD	\$0	\$26,000	\$26,000
2023	074-500589	Grants for Public Asst and Relief	TBD	\$0	\$0	\$0
			Total	\$21,000	\$26,000	\$47,000

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

EXPLANATION

The purpose of this request to continue receiving technical assistance with developing and submitting the annual U.S. Department of Housing and Urban Development (HUD) Continuum of Care Program application, developing a Continuum of Care system and Coordinated Entry System, and conducting general homeless system assessments.

The Contractor will continue providing support to the Department with developing and submitting Continuum of Care applications to HUD, as directed by Department staff. The Contractor reviews the draft applications and provides feedback to key Department staff. Additionally the Contractor assists the Balance of State Continuum of Care program to further develop the local Continuum of Care system.

The Contractor conducts planning activities to ensure the current Coordinated Entry System aligns with federal policies and regulations. Additionally, the Contractor creates project and system evaluations in accordance with the federal Continuum of Care regulations.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.1, of the original agreement, the parties have the option to extend the agreement for up to five (5) 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 five (5) years available.

Should the Governor and Council not authorize this request, the Balance of State Continuum of Care program will not have the technical assistance or support that is needed to complete the annual Continuum of Care Program application, which could result in a reduced HUD performance score and reduction and/or elimination of existing programs. The funds in this program must be 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# NH0119L1T001900, NH0126L1T002000

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. Shibinette
Commissioner

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

This Amendment to the Continuum of Care 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 February 3, 2021, (Item #6), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
November 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$47,000

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

OFFICE OF THE ATTORNEY GENERAL

9/14/2021

Date

DocuSigned by:

J. Christopher Marshall

Name: J. Christopher Marshall

Title: Assistant Attorney General

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:

State of New Hampshire

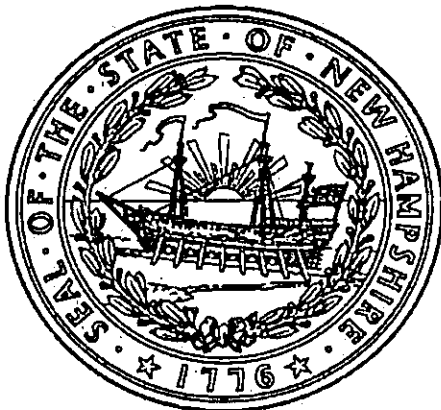
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0005443002



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of September A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, John Abbott, hereby certify that:

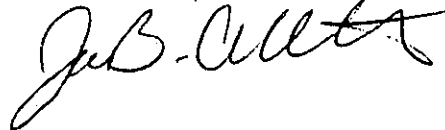
1. I am a duly elected Clerk/Secretary/Officer of Technical Assistance Collaborative, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 27, 2021, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Kevin Martone, Executive Director and Marie Herb, Managing Director are duly authorized on behalf of Technical Assistance Collaborative, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 9/1/2021

Signature of Elected Officer
Name: John Abbott
Title: Secretary of Technical Assistance
Collaborative, Inc.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/13/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4000 Midlantic Drive Suite 200 Mount Laurel NJ 08054 License#: BR-724491 TECHASS-01	CONTACT NAME: PHONE (A/C, No, Ext): 856-234-6111 FAX (A/C, No): 814-536-5554 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 572638177 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2297460	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			PHPK2297460	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB776308	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	08WBCE18577	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHSD1639713	7/1/2021	7/1/2022	Limit 1,000,000

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

CERTIFICATE HOLDER
CANCELLATION

State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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.



Audited Financial Statements

The Technical Assistance Collaborative, Inc.

June 30, 2020

The Technical Assistance Collaborative, Inc.

Audited Financial Statements

June 30, 2020

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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.

We have audited the accompanying financial statements of The Technical Assistance Collaborative, Inc. (a Massachusetts nonprofit organization) (TAC), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. 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. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

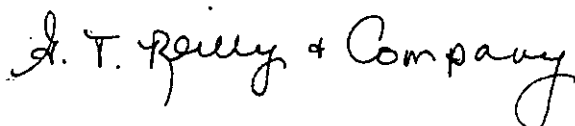
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Technical Assistance Collaborative, Inc. as of June 30, 2020 and 2019, and the changes in its net assets and cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 2, 2020, on our consideration of TAC's internal control over financial reporting and on our test of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely 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 the effectiveness of 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.

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 2, 2020

Technical Assistance Collaborative, Inc.

Statements of Financial Position

June 30

	2020			2019		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
<u>Assets</u>						
CURRENT ASSETS						
Cash and cash equivalents	\$ 1,209,651	\$ 175,639	\$ 1,385,290	\$ 149,046	\$ 156,709	\$ 305,755
Contracts and grants receivable	1,779,784	-	1,779,784	2,100,001	-	2,100,001
Prepaid expenses	49,214	-	49,214	35,565	-	35,565
TOTAL CURRENT ASSETS	3,038,649	175,639	3,214,288	2,284,612	156,709	2,441,321
NOTE RECEIVABLE, Impact Fund	111,055	-	111,055	110,000	-	110,000
INVESTMENTS						
Mutual Funds	3,516,857	-	3,516,857	3,511,119	-	3,511,119
SECURITY DEPOSITS	175,000	-	175,000	-	-	-
TOTAL ASSETS	\$ 6,841,561	\$ 175,639	\$ 7,017,200	\$ 5,905,731	\$ 156,709	\$ 6,062,440
<u>Liabilities and Net Assets</u>						
CURRENT LIABILITIES						
Accounts payable	\$ 715,154	\$ -	\$ 715,154	\$ 486,632	\$ -	\$ 486,632
Accrued expenses	655,813	-	655,813	419,492	-	419,492
Deferred revenue	552,248	-	552,248	167,184	-	167,184
TOTAL CURRENT LIABILITIES	1,923,215	-	1,923,215	1,073,308	-	1,073,308
NET ASSETS						
Without donor restrictions	4,918,346	-	4,918,346	4,832,423	-	4,832,423
With donor restrictions	-	175,639	175,639	-	156,709	156,709
TOTAL NET ASSETS	4,918,346	175,639	5,093,985	4,832,423	156,709	4,989,132
TOTAL LIABILITIES AND NET ASSETS	\$ 6,841,561	\$ 175,639	\$ 7,017,200	\$ 5,905,731	\$ 156,709	\$ 6,062,440

Technical Assistance Collaborative, Inc.

Statements of Activities and Changes in Net Assets

Years Ended June 30

	2020			2019		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
OPERATING REVENUE AND SUPPORT						
Contracts and grants	\$ 9,858,610	\$ 360,000	\$ 10,218,610	\$ 7,437,912	310,000	\$ 7,747,912
Net assets released from program restrictions	341,070	(341,070)	-	256,955	(256,955)	-
TOTAL OPERATING REVENUE AND SUPPORT	10,199,680	18,930	10,218,610	7,694,867	53,045	7,747,912
OPERATING EXPENSES						
Program services	7,625,734	-	7,625,734	5,624,803	-	5,624,803
General and administrative	2,490,529	-	2,490,529	2,075,096	-	2,075,096
TOTAL OPERATING EXPENSES	10,116,263	-	10,116,263	7,699,899	-	7,699,899
CHANGES IN NET ASSETS FROM OPERATIONS	83,417	18,930	102,347	(5,032)	53,045	48,013
NON-OPERATING ACTIVITIES						
Net (loss) gain on investments	(63,684)	-	(63,684)	6,409	-	6,409
Investment income, net	66,190	-	66,190	79,080	-	79,080
CHANGES IN NET ASSETS FROM NON-OPERATING ACTIVITIES	2,506	-	2,506	85,489	-	85,489
CHANGES IN NET ASSETS	85,923	18,930	104,853	80,457	53,045	133,502
NET ASSETS AT BEGINNING OF YEAR	4,832,423	156,709	4,989,132	4,751,966	103,664	4,855,630
NET ASSETS AT END OF YEAR	\$ 4,918,346	\$ 175,639	\$ 5,093,985	\$ 4,832,423	\$ 156,709	\$ 4,989,132

Technical Assistance Collaborative, Inc.

Statements of Cash Flows

Years Ended June 30

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 104,853	\$ 133,502
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Investment income, net	(66,190)	(79,080)
Net loss (gain) on investments	63,684	(6,409)
Reinvestment of interest income - Impact fund	(1,055)	-
Changes in operating assets and liabilities:		
Contracts and grants receivable	320,217	(705,485)
Prepaid expenses	(13,649)	(5,838)
Accounts payable	228,522	115,313
Accrued expenses	236,321	61,259
Deferred revenue	385,064	(31,605)
Security deposit	(175,000)	-
NET CASH PROVIDED FROM (USED IN) OPERATING ACTIVITIES	<u>1,082,767</u>	<u>(518,343)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sales of investments	272,820	2,011,360
Purchases of investments	(342,242)	(2,664,856)
Interest and dividend income	99,995	110,253
Investment fees	(33,805)	(31,173)
NET CASH USED IN INVESTING ACTIVITIES	<u>(3,232)</u>	<u>(574,416)</u>
CASH FLOWS USED IN FINANCING ACTIVITIES		
Investment in note receivable - Impact fund	-	(110,000)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	<u>1,079,535</u>	<u>(1,202,759)</u>
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>305,755</u>	<u>1,508,514</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 1,385,290</u>	<u>\$ 305,755</u>

Technical Assistance Collaborative, Inc.

Statements of Functional Expenses

Year Ended June 30

	2020			2019		
	Program Services	Administration	Total	Program Services	Administration	Total
Payroll and Related:						
Salaries	\$ 2,458,501	\$ 1,421,701	\$ 3,880,202	\$ 1,872,100	\$ 1,158,062	\$ 3,030,162
Payroll taxes and fringe benefits	802,536	236,553	1,039,089	663,043	180,564	843,607
Total payroll and related	3,261,037	1,658,254	4,919,291	2,535,143	1,338,626	3,873,769
Other:						
Consultants	3,699,270	46,485	3,745,755	2,399,505	38,739	2,438,244
Travel	440,389	24,305	464,694	435,949	21,751	457,700
Occupancy	-	382,374	382,374	-	350,217	350,217
Meetings and conferences	132,427	1,671	134,098	167,386	-	167,386
Telephone	40,924	72,003	112,927	18,467	65,539	84,006
Office supplies, events and postage	30,540	74,160	104,700	26,250	65,612	91,862
Printing	15,567	743	16,310	38,978	3,082	42,060
Professional fees	-	62,249	62,249	-	39,415	39,415
Dues and subscriptions	5,580	25,824	31,404	3,125	17,862	20,987
Repairs and maintenance	-	42,972	42,972	-	38,569	38,569
Donations	-	12,000	12,000	-	22,995	22,995
Insurance	-	21,499	21,499	-	20,414	20,414
Minor furniture and equipment	-	26,105	26,105	-	24,965	24,965
Miscellaneous	-	13,869	13,869	-	16,385	16,385
Advertising and recruitment	-	4,898	4,898	-	10,925	10,925
Bad debt	-	21,118	21,118	-	-	-
Total other	4,364,697	832,275	5,196,972	3,089,660	736,470	3,826,130
Total expenses	\$ 7,625,734	\$ 2,490,529	\$10,116,263	\$ 5,624,803	\$ 2,075,096	\$ 7,699,899

The Technical Assistance Collaborative, Inc.

Notes to Financial Statements

June 30, 2020

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.

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. Net assets with donor restrictions of \$175,639 and \$156,709 are restricted for specific program purposes at June 30, 2020 and 2019, respectively. During the years ended June 30, 2020 and 2019, donor restricted net assets were released for program use in the amounts of \$341,070 and \$256,955, respectively.

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.

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

Contributions – In June of 2018, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2018-08, “Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made”. The ASU is intended to assist 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.

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.

Less than 5% of TAC’s operating revenue and support is derived from private grants that are accounted for as contributions.

TAC adopted the principles of the ASU effective July 1, 2019 on a modified prospective basis. Management made a determination that its existing accounting policies and methods substantially comply with the ASU. Therefore, there were no changes to TAC’s accounting methods in 2019 or 2020, and the adoption of ASU 2018-08 had no effect on TAC’s financial statements as of and for the year ended June 30, 2020.

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 – Effective July 1, 2019, TAC adopted FASB ASU 2014-09, “Revenue from Contracts with Customers”, and all subsequent amendments to the ASU (collectively, Accounting Standards Codification (ASC) 606), with regard to its exchange transactions. The new standards are 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 the new standards, which replaced most existing revenue recognition guidance in US GAAP, 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

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

TAC has determined that there were no significant changes necessary to its existing revenue recognition policies and methods upon adoption of ASC 606. As a result, there was no effect on TAC's net assets or change in net assets as of and for the year ended June 30, 2020 from the adoption of this standard. Similarly, under the permitted full retrospective method of adoption, it was also determined that the new standard had no effect on TAC's net assets and change in net assets as previously reported for 2019. To date, TAC has not had to significantly change its revenue recognition or make any significant accounting adjustments as a result of adopting this standard.

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. In 2020, TAC adopted ASU 2016-18, which requires all cash to be included in the total of cash in the statements of cash flows. Management made a determination that its existing accounting policies and methods substantially comply with the ASU. Therefore, the adoption of ASU 2016-18 had no effect on TAC's financial statements as of and for the year ended June 30, 2020.

Contract Accounts 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 \$126,000 and \$147,000 at June 30, 2020 and 2019, respectively. When considered necessary by management, contract accounts receivable 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 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, 2020 and 2019.

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, 2020 and 2019.

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 operating expenses in the accompanying statement of activities and changes in net assets. Non-operating revenues or losses include investment activity.

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

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 expenses are allocated between programs and 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.

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, 2020 and 2019.

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.

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, 2020 up to December 2, 2020, the date that these financial statements were authorized to be issued.

Note 3 – Investments

The following is a summary of the investments at June 30:

	<u>2020</u>	<u>2019</u>
Mutual Funds		
Equity Funds:		
International	<u>\$ 777,978</u>	<u>\$ 817,269</u>
Domestic:		
Large cap	1,085,877	1,083,804
Other	<u>161,588</u>	<u>201,444</u>
	<u>1,247,465</u>	<u>1,285,248</u>
Total Equity Funds	<u>2,025,443</u>	<u>2,102,517</u>
Fixed Income Funds:		
Domestic	1,472,377	1,384,530
International	<u>19,037</u>	<u>24,072</u>
Total Fixed Income Funds	<u>1,491,414</u>	<u>1,408,602</u>
	<u>\$ 3,516,857</u>	<u>\$ 3,511,119</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>2020</u>	<u>2019</u>
Interest and dividends	\$ 99,995	\$ 110,253
Investment fees	<u>(33,805)</u>	<u>(31,173)</u>
	<u>\$ 66,190</u>	<u>\$ 79,080</u>

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

	<u>2020</u>	<u>2019</u>
Unrealized losses	\$ (34,024)	\$ (273,347)
Realized (losses) gains	<u>(29,660)</u>	<u>279,756</u>
	<u>\$ (63,684)</u>	<u>\$ 6,409</u>

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 – Commitments

TAC has leased its office space under a seven-year lease agreement that expires in July of 2020. Under the agreement, TAC is also responsible for its proportionate share of operating costs. The lease requires monthly payments of approximately \$24,482, which increased annually. As a requirement of the lease agreement, in lieu of a security deposit, a letter of credit in the amount of \$89,154 was issued to the lessor (see Note 6).

In December of 2019, TAC entered into a new eight-year and four-month (100 month) agreement to lease new office space effective August 1, 2020 and expiring in November of 2028. The lease agreement requires base monthly payments starting at approximately \$29,480, and escalating to approximately \$33,862 throughout the term of the lease. Additionally, TAC will receive 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 will be billed monthly, on an estimated basis, for its proportionate share of real estate taxes and operating expenses to be true-up annually as detailed in the lease agreement. As a requirement of the lease, TAC was required to pay a security deposit of \$175,000. After 24 months, provided the lease is not in default, \$100,000 of the security deposit will be returned to TAC, and the security deposit will remain at \$75,000 for the remainder of the lease term.

TAC also leases a copy machine under an operating lease agreement that requires monthly payments of \$1,007 and renews annually at the option of TAC.

Future minimum payments under the office lease are as follows:

Year Ending June 30	
2021	\$ 289,799
2022	328,993
2023	334,968
2024	372,328
2025	379,795
Thereafter	<u>1,354,846</u>
	<u>\$ 3,060,729</u>

Office rent expense was \$312,713 and \$299,118 for the years ended June 30, 2020 and 2019, respectively, and is included in occupancy expense in the accompanying statements of functional expenses. Equipment rent expense for the copier and other insignificant leases was \$26,105 and \$24,519 for the years ended June 30, 2020 and 2019, respectively, and is included in minor furniture and equipment expense in the accompanying statements of functional expense.

Note 5 – Retirement Plans

Annually, TAC's Board of Directors elects to contribute an amount to the qualified retirement plans of its employees. For the years ended June 30, 2020 and 2019, the Board of Directors elected to contribute 10% of eligible compensation resulting in contributions totaling approximately \$322,000 and \$275,000, respectively. The expenses relating to these contributions are included in payroll taxes and fringe benefits in the accompanying statements of functional expenses.

Note 6 – Line of Credit

TAC has a \$300,000 revolving line of credit agreement with a bank, which expires on February 10, 2021. Under the terms of the agreement, the available balance under the line of credit is reduced by any outstanding letters of credit. TAC has one letter of credit outstanding for \$89,154 at both June 30, 2020 and 2019 in connection with an expiring office lease (see Note 4). The letter of credit renews annually and was cancelled subsequently in September of 2020. All credit line borrowings are due on demand and are secured by substantially all assets of TAC. Interest on borrowings is payable monthly at the Wall Street Journal's prime rate (5.50% and 5.00% as of June 30, 2020 and 2019, respectively), with a floor of 4%. No amounts were outstanding on the line of credit as of June 30, 2020 and 2019.

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, 2020 and 2019, or on the changes in its net assets for the years then ended.

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

	<u>2020</u>	<u>2019</u>
Contracts		
Federal agencies	\$ 3,626,531	\$ 2,783,184
Various states & agencies	3,872,974	3,153,003
Various cities & counties	241,774	358,736
NFP & other organizations	<u>2,117,331</u>	<u>1,142,989</u>
Total contracts	9,858,610	7,437,912
Private Grants (contributions)	<u>360,000</u>	<u>310,000</u>
Revenue & Support	<u>\$ 10,218,610</u>	<u>\$ 7,747,912</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 insured amounts. At June 30, 2020, based on bank balances, TAC has deposits in excess of the federal insured limits of approximately \$1,231,600.

Note 8 – Financial Instruments, Credit Risks and Concentration Risks (Cont.)

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, 2020 and 2019:

	2020		2019	
	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
<u>Government Agencies</u>				
HUD	18%	32%	15%	9%
VA	18%	16%	22%	13%
Mass EOHHS	10%	0%	12%	19%
	<u>46%</u>	<u>48%</u>	<u>49%</u>	<u>41%</u>

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

Accounts Payable and Consultant Expense – At June 30, 2020, TAC has approximately \$130,000 of accounts payable to one international management consulting firm and another \$74,000 payable to a national health care consulting firm, representing 18% and 10% of its total accounts payable. During the year ended June 30, 2020 approximately \$671,000 of TAC's consultant expense represents fees billed by one consultant, 18% of its total consultant expense for the year.

Note 9 – Note Receivable – Impact Fund

On May 14, 2019, TAC gave \$110,000 to the Enterprise Community Loan Fund, Inc., a not-for-profit 501(C)(3) corporation, in exchange for an Impact Note Receivable. The note receivable has an interest rate of 2.5% and it matures on May 31, 2024. Interest is paid annually on September 30, but TAC has elected to reinvest the annual interest payment. 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 note is dependent upon the Enterprise Community Loan Fund's financial condition and operations. Interest received and reinvested for the year ended June 30, 2020 approximated \$1,055.

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>2020</u>	<u>2019</u>
Financial Assets:		
Cash and equivalents	\$1,209,651	\$ 149,046
Contracts and grants receivable	1,779,784	2,100,001
Investments	<u>3,516,857</u>	<u>3,511,119</u>
Total financial assets available within one year	6,506,292	5,760,166
Liquidity resources:		
Availability under bank line of credit (Note 6)	<u>210,846</u>	<u>210,846</u>
Total financial assets and liquidity resources available within one year	<u>\$6,717,138</u>	<u>\$5,971,012</u>

Note 11 – Uncertainties of Coronavirus Pandemic

In February of 2020, the novel coronavirus (COVID-19) first identified in China became a widespread pandemic of a contagious respiratory disease affecting the human population. In addition to the health risks and the livelihood of people in general, this health crisis and related reactive mandates by governments around the world have adversely affected global economies, including here in the United States.

In March of 2020, the Governor of Massachusetts, as in most other states, issued an emergency “stay at home” order and workplace restrictions forcing the closure of “non-essential” businesses, schools and other organizations. This resulted in record levels of unemployment locally and nationally. In June, Massachusetts began a phased-in reopening of workplaces. After switching to a work from home policy during the shutdown, TAC was able to continue its operations and it has not been negatively impacted by Covid-19 for the year ended June 30, 2020 or the subsequent months through November of 2020.

As of the date of the issuance of these financial statements, there remains uncertainty in many areas including the success of state reopening plans, the possibility of re-establishing work place restrictions for the remainder of 2020 and into 2021, the spread and current resurgence of the virus, anticipated approvals and distribution of vaccinations, economic disruptions nationally, internationally and locally, and the potential for any additional federal government assistance to individuals, businesses, other organizations and state governments. Therefore, it is uncertain at this time what adverse effects the Coronavirus pandemic and workplace restrictions may have, if any, on TAC's future revenues and operating results and its financial position.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS



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, 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.

A handwritten signature in cursive script that reads 'J. T. Reilly & Company'.

G.T Reilly & Company

Milton, Massachusetts
December 2, 2020

The Technical Assistance Collaborative, Inc.

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2020

<u>Federal Grantor/Pass-through Grantor/Program or Cluster Title</u>	<u>Federal CFDA 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	\$ -	\$ 1,821,143
U.S. Department of Veteran Affairs				
VA Supportive Services for Veteran Families Program	64.033	N/A	\$ -	1,805,388
Total			\$ -	\$ 3,626,531

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, 2020. 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.



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**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, 2020, 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 2, 2020.

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.

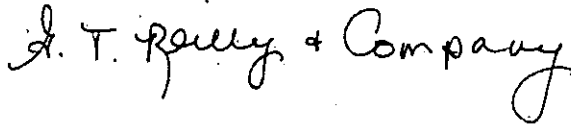
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not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

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".

G.T Reilly & Company

Milton, Massachusetts
December 2, 2020



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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

We have audited The Technical Assistance Collaborative, Inc.'s (TAC) compliance with the types of compliance requirements described 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, 2020. TAC's major Federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for TAC's major federal program based on our audit of the types of compliance requirements referred to above. 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). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about TAC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination on TAC's compliance.

Opinion on Major Federal Program

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 its major federal program for the year ended June 30, 2020.

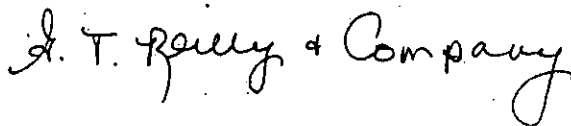
Report on Internal Control over Compliance

Management of TAC is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered TAC's internal control over compliance with the types of requirements that could have a direct and material effect on the major Federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major Federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of TAC's 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 first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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.



G.T Reilly & Company

Milton, Massachusetts
December 2, 2020

The Technical Assistance Collaborative, Inc.

Schedule of Findings and Questioned Costs

Year Ended June 30, 2020

(A) Summary of Audit Results

1. The independent auditors' report expresses an unmodified opinion on the financial statements of The Technical Assistance Collaborative, Inc.
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 program tested as a major program is as follows:

U.S Department of Housing and Urban Development: Community Compass Technical Assistance and Capacity Building	14.259
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8. The threshold for distinguishing Types A and B programs was \$750,000.
9. The Technical Assistance Collaborative, Inc. qualifies as a low-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, 2020

There were no prior year audit findings.

**BOARD OF DIRECTORS AND OFFICERS
TECHNICAL ASSISTANCE COLLABORATIVE, INC.**

Kevin M Martone	President, not member
Sheila Crowley	Chair
Susan Devlin	Member
Anne Miskey	Member
Aaron Gornstein	Member
John Lozier	Member
George Brice	Member
John Parvensky	Member
John Abbott	Secretary/Treasurer, not member
Marie Herb	Vice President, not member



15 COURT SQUARE, 11th FLOOR | BOSTON, MA 02108 | 617.266.5657

DOUGLAS TETRAULT

Douglas Tetrault has over 11 years of experience working on issues related to affordable housing and homelessness, with particular focus on permanent supportive housing; rapid rehousing; homelessness prevention; diversion and rapid exit strategies; homeless system mapping; coordinated entry design and implementation; and the integration of health care and income supports for vulnerable populations. Mr. Tetrault has developed and delivered onsite, web-based, and written trainings; administered federal and state contracts; coordinated the development and delivery of housing-based service projects; performed provider-based program evaluations; developed, disseminated, and informed best practices; and analyzed public policy and legislative issues. He has experience in the coordination and conceptual development of pay for success contracts.

EMPLOYMENT

Associate, Housing Group

Technical Assistance Collaborative, Inc. / 2014–2018

Senior Associate, Housing Group

Technical Assistance Collaborative, Inc. / 2018–Present

Expertise

- The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act including the Continuum of Care (CoC), Emergency Solutions Grant (ESG) programs, HUD's Youth Homeless Demonstration Project (YHDP), and the U.S. Department of Housing and Urban Development (HUD) Homeless Definition and related requirements
- Technical assistance, training, policy, and practice related to the Department of Veterans Affairs' (VA) Supportive Services for Veteran Families (SSVF) program
- The federal criteria and benchmarks to end homelessness as related to multiple subpopulations, including Veterans, families, youth, and chronically homeless individuals
- Management, coordination, and delivery of comprehensive technical assistance, training, and consulting services for VA- and Department of Housing and Urban Development (HUD)-funded organizations as well as local CoCs regarding housing and services initiatives aimed at equity-driven solutions to homelessness
- Development of customized curricula for local, state, and federal government agencies to meet the unique technical assistance needs of communities and other audiences

Douglas Tetrault, Senior Associate, Technical Assistance Collaborative Inc.



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- Additional VA homeless programs such as HUD-VASH, Grant & Per Diem, and Health Care for Homeless Veterans, with a focus on community coordination, resource planning, and program design

Experience

- Manages a multi-year technical assistance contract for SSVF across multiple subcontractors, including direct provision of relevant technical assistance services.
- Delivers VA, HUD, and private client trainings and consultation (both in person and over the web/phone) and peer learning forums in multiple states and localities.
- Responsible for 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 nationwide.
- Represents TAC on a number of Veteran-related workgroups and generally provides expertise related to Veterans' issues, rapid rehousing program models, homelessness prevention, diversion and rapid exit strategies, HMIS, data analysis, coordinated entry, and other features of an effective crisis homeless response system.
- Provides direct technical assistance and consulting to multiple CoCs, cities, and states on issues related to homelessness and housing.

Program Manager

Massachusetts Housing and Shelter Alliance / 2009–2014

- 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.

Special Projects Manager

The Mind Trust / 2009

Executive Assistant

Be the Change, Inc. / 2008–2009

Judiciary Intern

U.S. Senate Judiciary Committee / 2008

Douglas Tetrault, Senior Associate, Technical Assistance Collaborative Inc.



15 COURT SQUARE, 11th FLOOR | BOSTON, MA 02108 | 617.266.5657

EDUCATION

CHAMPLAIN COLLEGE

B.S. cum laude / 2008



15 COURT SQUARE, 11th FLOOR | BOSTON, MA 02108 | 617.266.5657

MELANY MONDELLO, M.B.A.

Melany Mondello has over 21 years of experience in policies and practices related to affordable and permanent housing and services for vulnerable populations. She has helped state agencies and nonprofit supportive housing and services agencies to navigate local and federal regulations and restrictions in order to access resources to support permanent supportive housing, rapid rehousing, prevention programs, transitional supportive housing, and supportive services to end and prevent homelessness. She has extensive knowledge of the U.S. Department of Housing and Urban Development (HUD) McKinney-Vento Continuum of Care (CoC) Program, the community CoC model, the Department of Veterans Affairs' (VA) Supportive Services for Veteran Families (SSVF) program, and data requirements in all these programs.

EMPLOYMENT

Senior Associate, Housing Group

Technical Assistance Collaborative, Inc. / 2010–2021

Senior Consultant, Housing Group

Technical Assistance Collaborative, Inc. / 2021–present

Expertise

- Providing expert guidance on implementing the CoC Program at both the project and community-wide levels, to meet the housing needs of people experiencing homelessness, those with disabilities, and those with other special needs — by explaining relevant statutes, regulations, and policies, including those that relate to reasonable accommodation and fair housing law
- Managing, coordinating, developing, and delivering technical assistance (TA) for communities, HUD-funded organizations, VA-funded organizations, and local CoCs regarding housing and services initiatives to systematically address homelessness
- Working with communities to plan and implement effective system-level strategies such as coordinated entry (CE) and written prioritization standards to streamline and prioritize services to vulnerable populations
- Development and implementation of permanent supportive housing plans
- Providing expertise on SSVF and related TA, training, policy, and practice
- Creating and implementing programs to serve Veterans who are experiencing homelessness or at risk of experiencing homelessness

Melany Mondello, Senior Consultant, Technical Assistance Collaborative Inc.



15 COURT SQUARE, 11th FLOOR | BOSTON, MA 02108 | 617.266.5657

- Managing CoC programs and other rental subsidy programs, including building partnerships among service providers, property owners, tenants, and government entities
- Applying for federal funding to support local initiatives
- Leading and facilitating rural CoCs to develop administrative structures, work collaboratively, and secure funding
- Developing and implementing Quality Improvement Systems to increase successful outcomes for housing and service projects
- Creating and implementing program measurement through cost analysis, performance measures, and advanced data systems
- Knowledge and experience using e-snaps, Sage, Homeless Management Information Systems (HMIS), and program systems to produce Longitudinal System Analysis (LSA) and Annual Performance Reports (APRs)
- Applying for McKinney-Vento CoC Program funding at state and program levels

Experience

- Develops and provides training to community groups and local agencies on accessing relevant resources for their target populations.
- Provides remote and on-site TA on developing local planning bodies, creating and implementing performance measures, assisting troubled projects, and developing funding priorities.
- Develops online and in-person training materials on permanent supportive housing (PSH), rapid rehousing (RRH), and prevention and diversion principles and practices.
- Helped states to develop and implement permanent supportive housing plans.
- Managed SSVF TA team in providing national guidance to serve Veterans with prevention and rapid rehousing resources, including direct provision of TA and coordination of subcontractors.
- Delivers presentations at local, regional, and national conferences on the CoC Program, HMIS, APRs, housing models such as PSH, RRH, cost studies, and high-performing continuum structure.
- Performs program review and regulation interpretation for the CoC Program and Medicaid-funded services.
- Works with local CoCs on strategies to end homelessness for individuals and families through the successful development of their CoC Program applications.
- Successful management of over 25 housing subsidy grants with an annual budget of \$9.6 million serving over 1,400 people with severe disabilities including mental illness, co-occurring disorders, and HIV.
- 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.

Melany Mondello, Senior Consultant, Technical Assistance Collaborative Inc.



15 COURT SQUARE, 11th FLOOR | BOSTON, MA 02108 | 617.266.5657

- Developed procedures to obtain certification for crisis services, supportive services, and Private Non-Medical Institution housing programs.
- Led a three-year research project documenting the effectiveness of PSH for homeless persons with disabilities in Maine.
- Authored three Maine Cost of Homelessness reports that received national and international coverage.
- Helped states develop housing cost analysis projects for their communities.

Statewide Grant Coordinator, Supportive Housing

Shalom House, Inc. / 2001–2010

Ms. Mondello coordinated 25 federal 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 agencies that were sub-recipients 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 HMIS implementation.

Quality Improvement Coordinator

Ingraham, Inc. / 1997–2001

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.

EDUCATION

ST. JOSEPH'S COLLEGE

M.B.A. / 2019

UNIVERSITY OF SOUTHERN MAINE

B.A. / 1996

Psychology

CONTRACTOR NAME

Key Personnel

Name	Job Title	Hourly Rate	% Paid from this Contract	Amount Anticipated to be Paid from this Contract – costs may shift between staff depending on tasks
Melany Mondello	Senior Associate	\$161.88	Approx 7%	\$21,000
Doug Tetrault	Senior Associate	\$143.89	Approx 9%	\$26,000



Lori A. Shibleyette
Commissioner

Christine L. Santanillo
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 6, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Retroactive, Sole Source** contract with Technical Assistance Collaborative, Inc. (VC# 342192), Boston, MA in the amount of \$21,000 to provide assistance with developing and submitting the annual U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program, as well as developing a Continuum of Care system and Coordinated Entry System, and conducting general homeless system assessments, with the option to renew for up to five (5) additional years, effective retroactive to December 1, 2020 upon Governor and Council approval through November 30, 2021. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021 and are anticipated to be available in State Fiscal Year 2022, 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	Total Amount
2021	102-500731	Contracts for Prog Svc	TBD	\$21,000
2022	102-500731	Contracts for Prog Svc	TBD	\$0
			Total	\$21,000

EXPLANATION

This request is **Retroactive** because more time was needed to negotiate and finalize the scope of the work prior to the vendor accepting the terms of the agreement. This request is **Sole Source** because federal regulations require the Department to specify each vendor's name during the annual, federal CoC Program renewal application process, prior to the grant award being issued.

The purpose of this request is to provide assistance to the Department with developing and submitting the annual (HUD) Continuum of Care Program application, as well as developing a Continuum of Care system and Coordinated Entry System; and conducting general homeless system assessments.

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

The Contractor will provide support to the Department in the development and submission of CoC Notice of Funding Availability (NOFA) applications. The Contractor will assist with preparing Federal Fiscal Year (FFY) 2021 NOFA applications, as directed by Department staff, reviewing the initial draft NOFA applications; and providing verbal and written feedback to key Department staff. Additionally the Contractor will assist the Balance of State Continuum of Care program to further develop the local Continuum of Care system.

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 Continuum of Care regulations. Additionally, the Contractor will provide technical assistance to the Department for the annual Continuum of Care Program application as assigned by the US Department of Housing and Urban Development.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.1, of the attached contract, the parties have the option to extend the agreement for up five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

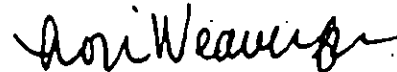
Should the Governor and Council not authorize this request, the Balance of State Continuum of Care program will not have technical assistance or support that is needed to complete the annual Continuum of Care Program application. This could result in a reduced HUD performance score, which could eliminate existing housing programs in NH. The funds in this program are dedicated to the purpose described, and cannot be used for direct client services.

Area served: Statewide

Source of Funds: CFDA #14.267, FAIN #NH0119L1T001900

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. Shibinette
Commissioner

Subject: Continuum of Care Technical Assistance (SS-2021-DEHS-08-CONTI-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 Number 05-95-42-423010-79270000	1.7 Completion Date November 30, 2021	1.8 Price Limitation \$21,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Kevin Martone</i> Date: 12/30/2020		1.12 Name and Title of Contractor Signatory Kevin Martone Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Christine Santaniello</i> Date: 12/31/2020		1.14 Name and Title of State Agency Signatory Christine Santaniello 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>[Signature]</i> On: 12/31/2020 DECA4300E33C44E			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Continuum of Care Technical Assistance
EXHIBIT A**



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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



EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide support to the Department's, Continuum of Care (CoC) program in the development and submission of US Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Program, Notice of Funding Availability (NOFA) applications for Federal Fiscal Year (FFY) 2021.
- 1.2. For the purposes of this agreement, all references to days shall mean business days.
- 1.3. 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.
- 1.4. The Contractor shall provide a written summary of the 2021 HUD, CoC Program, NOFA elements within ten (10) business days of release by HUD.
- 1.5. The Contractor shall provide support in the development and submission of CoC NOFA applications, which includes but is not limited to:
 - 1.5.1. Assisting in the preparation of FFY 2021 NOFA applications, as directed by Department staff.
 - 1.5.2. Reviewing the initial draft NOFA application.
 - 1.5.3. Providing verbal and written feedback, as appropriate, to key Department staff within two (2) weeks of draft receipt.
 - 1.5.4. Recommending changes and strategies to improve the draft application where possible.
 - 1.5.5. Reviewing the second or final draft NOFA application, if requested, and providing verbal and written feedback within two (2) weeks of completing the review.
 - 1.5.6. Reviewing and providing feedback of up to three (3) new NOFA applications for new projects.
 - 1.5.7. Assisting the Department with applying for CoC Program funding through e-snaps.
 - 1.5.8. Reviewing and making recommendations for successful CoC Program NOFA competitive applications.
 - 1.5.9. Providing other supports and information on topics, as identified by Department staff.
- 1.6. The Contractor shall assist the CoC to further develop the local CoC System, ensuring activities include, but are not limited to:
 - 1.6.1. Planning to enhance the current Coordinated Entry System.

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



EXHIBIT B

- 1.6.2. If approved locally, providing assistance with CoC merger activities.
 - 1.6.3. Assisting with CoC System development throughout the calendar year to ensure full coverage and high performance of the System.
- 1.7. The Contractor shall collaborate with Department staff to identify and address other CoC-related issues or topics within the allocated budget.
- 2. Exhibits Incorporated**
 - 2.1. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
 - 2.2. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.
- 3. Reporting Requirements**
 - 3.1. The Contractor shall submit monthly reports that include detailed summaries of work performed.
- 4. Performance Measures**
 - 4.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
 - 4.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
 - 4.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 5. Additional Terms**
 - 5.1. Impacts Resulting from Court Orders or Legislative Changes**
 - 5.1.1. 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.
 - 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**
 - 5.2.1. The Contractor shall 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 loss; individuals who are blind or have low vision; and individuals who have speech challenges.

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



EXHIBIT B

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall 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."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. 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.
 - 6.1.2. 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.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

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Contractor Initials

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



EXHIBIT B

records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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



EXHIBIT C

Payment Terms

1. This Agreement is funded by 100%, Continuum of Care Program funds, as awarded on March 13, 2020, by the US Department of Housing and Urban Development, CFDA 14.267, FAIN NH0119L1T001900.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. For the purpose of this agreement, the State shall make payments only toward expenses incurred after the contract effective date for allowable activities specified in Exhibit B, Scope of Services.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to housingsupportsinvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager – Bureau of Housing Supports
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

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



EXHIBIT C

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department 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.
 - 12.3. 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.
 - 12.4. In addition to, and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken, or which have been disallowed because of such an exception.

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**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

12/30/2020

Date

DocuSigned by:

Kevin Martone

Name: KEVIN Martone

Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

12/30/2020

Date


DocuSigned by:

Kevin Martone

Name: KEVIN Martone

Title: Executive Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials 
Date 12/30/2020

New Hampshire Department of Health and Human Services
Exhibit F



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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

12/30/2020

Date

DocuSigned by:
Kevin Martone

Name: KEVIN Martone

Title: Executive Director

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New Hampshire Department of Health and Human Services
Exhibit G



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

The 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 subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

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

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

Exhibit G

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

6/27/14
Rev. 10/21/14

Page 1 of 2

Date 12/30/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

The 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 proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

12/30/2020

Date

DocuSigned by:

Kevin Martone

Name: Kevin Martone

Title: Executive Director

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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 contract, 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.

Contractor Name:

12/30/2020

Date

DocuSigned by:

Kevin Martone

DocuSign Envelope ID: 8408F7E3-8A5E-4C8F-82C3-8950BFD1DD2B

Name: Kevin Martone

Title: Executive Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials LM

Date 12/30/2020

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "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.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials

Date 12/30/2020

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity 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 Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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 Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials _____

Date 12/30/2020

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) 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 Agreement.
- g. 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.
- h. 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.
- i. Business Associate shall document such disclosures of PHI and information related to such 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.
- j. 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.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) 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.
- l. Within ten (10) 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-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, 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 so long as Business Associate

3/2014

Contractor Initials

12/30/2020
Date

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. 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. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and 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 Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule. LM

3/2014

Contractor Initials

12/30/2020
Date

New Hampshire Department of Health and Human Services



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I 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 Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State by:

Christine Santaniello

Signature of Authorized Representative

Christine Santaniello

Name of Authorized Representative
Director

Title of Authorized Representative

12/31/2020

Date

Technical Assistance Collaborative

Name of the Contractor

Kevin Martone

Signature of Authorized Representative

Kevin Martone

Name of Authorized Representative

Executive Director

Title of Authorized Representative

12/30/2020

Date

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KM

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name:

12/30/2020

Date

DocuSigned by:

Kevin Martone

Name: Kevin Martone

Title: Executive Director

Contractor Initials

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Date 12/30/2020



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

- 9304696140000
1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X		NO		YES
---	--	----	--	-----

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

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

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

· NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

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 or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

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.).

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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 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

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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/doit/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.
 - 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.

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- 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;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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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