

STATE OF NEW HAMPSHIRE 13 and 1.53 Ltd

DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Peter C. Hastings Acting Commissioner

May 7, 2013

Her Excellency, Governor Margaret Wood Hassan and the Honorable Executive Council State House Concord, New Hampshire 03301

Requested Action

Authorize the Department of Information Technology on behalf of the Department of Health and Human Services, to enter into a contract with Deloitte Consulting LLP, of 2601 Market Place, 2nd Floor, Harrisburg, PA 17110 (Vendor #174776) in an amount not to exceed \$27,500,000.00, to provide maintenance services for the New HEIGHTS system effective July 1, 2013 or the date of Governor and Executive Council approval, whichever is later through June 30, 2018.

Funds are anticipated to be available in the following accounts for State Fiscal Years 2014 – 2018 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council. Other Funds: 53.10% Federal Funds and 46.90% General Funds

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	JOB#	AMOUNT
2014	01-03-03-030010-76950000- DoIT- IT for DHHS 046-500465 - Consultants	03950041	\$4,800,000.00
2015	01-03-03-030010-76950000 - DoIT- IT for DHHS 046- 500465 - Consultants	03950041	\$4,800,000.00
2016	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950041	\$6,200,000.00
2017	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950041	\$6,200,000.00
2018	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950041	\$5,500,000.00
1954		TOTAL	\$27,500,000.00

Explanation

The requested action will provide the maintenance and operation support of the New HEIGHTS system. New HEIGHTS is the computer system that supports many of the business goals of the Department of Health and Human Services. Since its implementation in 1998, it has been maintained with a combination of Division of

Her Excellency, Governor Margaret Wood Hassan May 7, 2013 Page 2

Client Services program staff (previously in the Division of Family Assistance) and contractor staff from Deloitte Consulting, LLP. Under this contract, Deloitte Consulting, LLP will continue to provide the technical staff that perform the daily operational tasks necessary to run the system, make modifications to the system as required as a result of state or federal law changes, and identify and fix problems encountered with the system. Specifically, the technical contractor staff provides Production Operational Support, Application Maintenance and Project Management.

A Request for Proposals (RFP) for maintenance of the New HEIGHTS system was issued on August 6, 2012, number 2013-009. A bidders conference was held on August 15, 2012 with representatives from three (3) vendors in attendance. The list of vendors in attendance at the bidders conference is contained in Attachment A. One proposal, from Deloitte Consulting LLP, was submitted in response to the RFP by the due date of September 17, 2012.

The evaluation of proposals process was based on a 1000 point scoring system. A total of 800 points were allocated to the technical proposal. This score rates the vendor's approach to project management, maintenance activities, operations and production support, data mart support, technical innovations, and corporate and staff qualifications. Deloitte Consulting LLP received a total of 777 points for the technical proposal section. A total of 200 points were allocated to the cost proposal. As there was only one bid, the full 200 cost points were awarded to Deloitte Consulting LLP. Deloitte Consulting LLP was awarded a total of 977 out of a possible 1000 points.

Without this contract, as of July 1, 2013, the daily operational activities necessary to run the system will not occur and there is risk that the system may become inoperable. DHHS technical staff are not available to conduct the required tasks.

Performance under this contract is managed by the Division of Client Services Information Technology Manager V, responsible for the New HEIGHTS system operation. The project management process employed at the New HEIGHTS is quite extensive and there are many processes in place to ensure that the project stays on track and that the contractor adheres to the contract scope, thus ensuring that the State gets the best value possible.

Geographic area served: Statewide

This project was identified in the New Hampshire Information Technology Plan 2005 – 2009, Appendix VII, Project ID 79 – Contractor operational support of existing system with the Strategic Theme of Improving and Standardizing State Government IT Infrastructure.

Source of Funds: 53.10% Federal Funds and 46.90% General Funds

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

Respectfully submitted,

Peter C. Hastings Acting Commissioner

Department of Information Technology

Her Excellency, Governor Margaret Wood Hassan May 7, 2013 Page 3

Carol E. Sideris

Director of Client Services

Department of Health and Human Services

Nicholas A. Toumpas

Commissioner

Department of Health and Human Service

PCH/ltm A&E RID 14046 2013-009

cc: Leslie Mason, DoIT Laurie Snow, DHHS

DH	HS RFP 2013	3-009 Evaluation Team
Name	Agency	Title
William Baggeroer	DHHS	Chief Information Officer
Mary Calise	DHHS	Administrator III
Frank Catanese	DoIT	Chief Technical Officer
Melinda Cox	DoIT	Information Technology Manager II
Laurie Snow	DHHS	Information Technology Manager V
Shanthi Venkatesan	DHHS	Director Of Reorganization Planning
		1

Reviewer Name:				Laurie	Bill	Mindy	Frank	Mary	Average
Requirement Narratives	Page Limit	RFP Section	Maximum						
		Reference	roints	-					
Section III: Project Management Topics									
Mana	.ω	C-1.1.1	20	20	18	20	20	19	19
Topic 2 - Project Communication and Coordination	2	C-1.1.2	20	20	20	20	20	19	20
Topic 3 – Risk Management	CJI	C-1.1.3	40	38	40	30	38	38	37
Topic 4 - Resource Management	2	C-1.1.4	20	20	20	20	20	20	20
Topic 5 - Quality Assurance	2	C-1.1.5	20	20	18	20	20	18	19
Topic 6 - Service Level Agreements	.72	C-1.1.6	10	10	10	10	10	10	10
Topic 29 - Transition Plan	œ	C-1.6	20	20	20	20	20	20	20
Section IV: Maintenance Activities Topics									20
Topic 7 - New HEIGHTS	CJ1	C-1.2.1	20	20	20	20	20	20	20
Topic 8 - NH EASY	ű	C-1.2.2	20	20	20	20	20	19	20
Topic 9 - Document Imaging	ω	C-1.2.3	20	20	20	20	20	20	20
Topic 10 - New HEIGHTS Data Mart	ω	C-1.2.4	15	15	15	15	15	15	15
Topic 11 - System Development Life Cycle	υı	C-1.2.5	15	15	15	14	15	15	15
Topic 12 - Time and Resource Estimation	2	C-1.2.6	15	15	15	14	15	14	15
Topic 13 - Help Desk Support	2	C-1.2.7	15	15	15	15	15.	15	15
Topic 14 - Ad Hoc Reporting	2	C-1.2.8	15	15	15	15	15	15	15
Topic 15 - Documentation	ω	C-1.2.9	15	15	15	15	15	15	
Section V: Operations and Production Support Topics									15
Topic 16 - Mainframe Configuration Support	3	C-1.3.1	15	15	15	15	15	15	15
Topic 17 - On-Line Production Operations	2	C-1.3.2	15	15	15	55	151	5	156
Topic 18 - Batch Cycles Execution and Management	4	C-1.3.3	15	15	15	15	151	151	15
Topic 19 - Mainframe Software Migration	2	C-1.3.4	15	15	15	15	15	15	15
Topic 20 - Client Software Builds/LAN Support	ω	C-1.3.5	10	10	10	10	10	10	10
Topic 21 - Application Database Administration and Maintenance	4.	C-1.3.6	15	ij	14	151	151 `	ij	iii
Topic 22 - Mass Change Support	ω	C-1.3.7	10	10	10	10	10	10	10
Topic 23 - Data Archival & Retrieval	2	C-1.3.8	10	10	10	10	10	10	10
Topic 24 - On-Line & Batch Performance Tuning	2	C-1.3.9	15	15	15	15	55	15	15
Topic 25 - Batch Turnaround	2	C-1.3.10	15	15	15	55	15	ij	iř.
Topic 26 - Security and Privacy	ω	C-1.3.11	15	15	15	14	Ü	ŭ	-
- 1	17	-							
	4:	212	3	70	4л	47	25	47	4
iopic 21 - lechnology Innovations	4	C-1.4	2	2	5	1	2	4	1
Total	-			498	490	484	498	489	492
		-							

Attachment A

Request for Proposal (RFP) 2013-009 Vendor Conference Attendees

Name	Representative Name	Telephone Number	E-Mail Address
<u>HP</u> .	Michelle Dodge	603-225-4899	Michelle.Dodge@hp.com
HP	Chris Williams	603-225-4899	Chris.Williams3@hp.com
Abacus Service Corp	Sam Akunuri	248-767-7999	sam@abacusservice.com
			april@abacusservice.com
Deloitte Consulting	James Holi	603-227-0327	jholl@deloitte.com
Deloitte Consulting	Scott Workman	603-630-2355	sworkman@deloitte.com



Peter C. Hastings Acting Commissioner

STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

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May 21, 2013

Nicholas Toumpas, Commissioner State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request for DoIT to enter into a contract with Deloitte Consulting, LLP of Harrisburg, PA for the procurement of operation and maintenance services for the DHHS New HEIGHTS system, as described below and referenced as DoIT 2013-009.

This contract authorizes Deloitte Consulting LLP to provide system operation and maintenance services, including, but not limited to production operational support, application maintenance, and project management. The amount of the contract is \$27,500,000.00 and it shall be effective upon Governor and Executive Council approval through June 30, 2018.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor and Executive Council.

Sincerely,

Peter C. Hastings

PCH/ltm RFP 2013-009

cc: Laurie Snow, DHHS Leslie Mason, DoIT Subject:

New HEIGHTS Maintenace

AGREEMENT

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

1. IDENTIFICATION.				
1.1 State Agency Name		1.2	State Agency Address	
Department of Information Techn	nology		Mazen Drive cord, NH 03301	
1.3 Contractor Name	·	1.4	Contractor Address	
Deloitte Consulting LLP			Market Place 2 nd Floor isburg, PA 17110	
1.5 Contractor Phone	1.6 Account Number	1.7	Completion Date	1.8 Price Limitation
Number			· · · · · · · · · · · · · · · · · · ·	
717-651-6240	As attached	06/3	0/2018	\$27,500,000.00
1.9 Contracting Officer for S	state Agency	1.10	State Agency Telephon	e Number
Peter C. Hastings, Acting Commi	ssioner	603-	271-1516	
1.11 Contractor Signature	to c	1.12	Name and Title of Con	tractor Signatory
		Cum	lhar Sekhar, Principal	*
Jund -	Sund Sect			
1.13 Acknowledgement: State of PA, County of CUMDE And				
On 5/2/13, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the				
person whose name is signed in b	block 1.11, and acknowledged that	s/he	executed this document in the	e capacity indicated in block
1.12. COMMONY		-,		
Susqueh	Notarial Seal Isulfe Horton, Notary Hubilceace anna Twp., Dauphin County mission Expires Jan. 4, 2015		A A Chaic	stire Horton
	SYLVANIA ASSOCIATION OF NOTARIES		Mude Crus	31116 1(8118
1.13.2 Name and Title of Notary or Justice of the Peace		j		
LINDA	Christine Hou	on	, PA Commissi	ioned Notary
1.14 State Agency Signature	e	1.15	Name and Title of State	e Agency Signatory
Peter C. Hastings, Acting Commissioner Department of Information Technology				
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)				
By:			ctor, On:	_
1.17 Approval by the Attori	ney General (Form, Substance a	nd Ex	(ecution)	
By: //////		On:	5/34/	/3
1.18 Approval by the fover	no and Executive Council			
By: //		On:		

Attachment to Form P-37 Section 1.6 Account Number:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC	JOB#	AMOUNT
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1		TOTAL	\$27,500,000.00

New HEIGHTS Maintenance Page 2 of 46

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

Contractor Initials: Date:

New HEIGHTS Maintenance Page 3 of 46

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 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.
- 9.3 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.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend. indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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.

Page 3 of 4

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: ____ Date: ___

New HEIGHTS Maintenance Page 4 of 46

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event 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.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

- **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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

EXHIBIT A SCOPE OF WORK

1.0 INTRODUCTION

1.1 PURPOSE

This document defines the specific services Deloitte Consulting LLP ("Contractor") will provide to the State. In general, these services include maintenance and enhancement of the New HEIGHTS system and New HEIGHTS data mart application and overall production operations support, management and implementation of system software releases. In addition, the Contractor will provide adequate facilities in the Concord, New Hampshire area to house project staff, maintenance of the New HEIGHTS Development LAN and management of Contractor resources to meet project work plan and service level agreement performance standards.

1.2 SCOPE

Contractor will provide the above services as specified in this Scope of Work (as hereinafter defined; "SOW"). The SOW defines the tasks related to the maintenance and enhancement of the New HEIGHTS system and production operations support.

1.3 PERIOD OF PERFORMANCE

The work defined by this document begins on July 1, 2013 and shall comprise enhancement, maintenance, and operations support services to be rendered through June 30, 2018. If requested by the State and by mutual agreement of the Parties, this Agreement may be extended for up to three (3) additional extension years without further competitive procurement, with the approval of the State of New Hampshire Governor and Executive Council.

1.4	DEFINITIONS	
1.4.1	Contractor Project Manager	Representative designated by Contractor
1.4.2	DCS .	Department of Health and Human Services Division of Client Services
1.4.3	New HEIGHTS Project Manager	Representative designated by the State
1.4.4	DoIT	Department of Information Technology
1.4.5	Project Management Team	The New HEIGHTS Project Manager, the Contractor Project Manager and Contractor Project Partner
1.4.6	RFP	State of New Hampshire Request for Proposal for Maintenance and Enhancements for the New HEIGHTS System (RFP 2013-009), dated August 6, 2012.
1.4.7	State	The NH Department of Health and Human Services and/or the NH Department of Information Technology as applicable
1.4.8	Scope of Work (SOW)	The term "Scope of Work" means this document, including all Exhibits, Attachments, Specifications

or materials referenced within this document, which are either physically included with this portion of the Scope of Work or available separately, and are incorporated herein by reference.

1.4.9 System 1.4.10 TSG **New HEIGHTS**

Technical support group responsible for zOS mainframe operations, upgrades including system administration and systems database administration.

1.5 Order of Precedence

The Agreement between the State and Contractor shall comprise 1) this Agreement (including all Exhibits and Attachments), 2) the Request for Proposal (RFP) 2013-009 Department of Health and Human Services Division of Family Assistance New HEIGHTS Maintenance, dated August 6, 2012 and 3) the Contractor's proposal submitted in response to the RFP.

- 1.5.1 For interpretive purposes, in the event of conflict or ambiguity among the document elements of this Agreement, such conflict or ambiguity shall be resolved by giving precedence to the document elements in the following order:
 - New Hampshire Standard Agreement Terms and Conditions, Form P-37;
 - Exhibits A, B, C, C-1, D, E, F, G, H, I, J and K;
 - o Exhibit A Scope of Work
 - Attachment A-1 New Heights Maintenance and Enhancement Staff Loading
 - o Exhibit B Payment Terms
 - Attachment B-1 New HEIGHTS Maintenance and Enhancement Payment Schedule
 - o Exhibit C Special Provisions
 - o Exhibit C-1 Additional Special Provisions
 - Exhibit D Certification Regarding Drug-Free Workplace Requirements
 - o Exhibit E Certification Regarding Lobbying
 - Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility -Matters Primary Covered Transactions
 - o Exhibit G Certification Regarding the Americans with Disabilities Act Compliance
 - o Exhibit H Certification Regarding Environmental Traffic Smoke
 - o Exhibit I Business Associate Agreement
 - Exhibit J Certification Regarding the Federal Funding Accountability and Transparency (FFATA) Compliance
 - Exhibit K Certificates and Attachments
 - Certificate and Certificate of Authority
 - Certificate of Good Standing
 - Certificate of Insurance
 - Computer Access and Use Agreement
 - Request For Proposals (RFP) 2013-009 dated August 6, 2012 by reference;
 - Deloitte Consulting LLP response to RFP 2013-009 dated September 17th, 2012 by reference.

1.6 Reviews

Reviews are the process of Contractor and State agreeing upon the validity and content of system documentation, deliverables, and weekly project status reviews. All approvals of deliverables will be done in writing through the New HEIGHTS Project Manager or designee.

2. NOTICES

All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) three days after posting if sent by registered of certified mail, return receipt requested.

Notices to the Contractor shall be delivered to the address below:

Mr. Sundhar Sekhar Deloitte Consulting LLP 2601 Market Place 2nd Floor Harrisburg, PA 17110-9373 Phone: +1.717.651.6240

Fax: (717) 412-9640 ssekhar@deloitte.com

Notices to the State shall be delivered to the address below:

Ms. Laurie Snow 7 Eagle Square Suite 101 Concord, NH 03301 Phone: +603-227-0326 Fax: +603.226.2154

lsnow@dhhs.state.nh.us

Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

3. SCOPE OF SERVICES

- 3.1 The Contractor shall provide the State with:
 - a) The baseline complement of full time Contractor staff will be provided according to the staff loading charts included as Attachment A-1 to this Agreement to perform work under the Services, Requirements, and Staffing as defined the State's RFP and the Contractor's response dated September 17th, 2012 (the "Work"). The standard work day shall be scheduled as 8:30 to 5:30 p.m. Eastern Standard Time. Batch operations staff, database administrators, and migrators will be required to work alternative hours as needed to support New HEIGHTS batch cycles and other Production Operations support activities outside of normal business hours. Occasionally other individuals may be required to work hours outside of the normal business hours.

The Contractor's staff will occasionally participate in firm related events and professional development activities such as training, marketing, and administrative meetings. Such time away from the project will be subject to approval by the New HEIGHTS Project Manager. Such approval will not be unreasonably withheld. On those days the Contractor will provide cellular phone support. The Contractor will also provide on-site back up for critical areas.

b) The Contractor shall provide facilities for State and Contractor staff according to the requirements in RFP Section C.1.2.5 and the Contractor's proposal dated September 17th, 2012.

- c) The Contractor shall provide PC's (including Microsoft Office operating system, Microsoft Office and McAfee virus protection software) and printers for Vendor maintenance and operations staff.
- 3.2 The State shall provide the Contractor with:
 - a) Timely access to the State's New HEIGHTS Project Team.
 - b) Personnel knowledgeable in the business requirements of the State and operation of State information systems to participate, in a timely manner, for work associated with this Agreement including all phases of design, review, testing and implementation of approved change orders.
 - c) The State will assist the Contractor by providing adequate access to resources that are outside the control of the Contractor. This will include technical and operations support of the Department of Information Technology (DoIT) Data Center, telecommunications and network environments. Printing and mailing facilities are the responsibility of the State. The State will provide assistance in facilitating the communication between the Contractor and outside agencies with whom New HEIGHTS must interface.
 - d) The State will provide adequate support and coverage for maintenance and back up of DASD, tapes, cartridges, and other storage media to help ensure the security and safety of New HEIGHTS related data and software.
 - e) The State will provide for maintenance and necessary upgrades to all New HEIGHTS servers and associated software, including those housed at the Contractor facility.
 - f) The State will provide all development software, including but not limited to Rational Application Developer (RAD) or equal, change management software, change control software, performance software, testing utilities and other similar development tools.
 - g) The State Operations staff will be available during and after normal business hours, based upon a released Production Operations schedule to assist the Contractor's Productions Operations Team to successfully run batch jobs in the production and system/acceptance test environments.
 - h) The State will provide adequate disk space for effective operations of current and newly agreed upon database regions. This disk space must accommodate any growth of current data as a result of normal data growth, major enhancements, welfare reform changes, or legislative directives.
 - i) The State shall provide a minimum of 30 days notice to the Contractor in order to reduce resource allocation to the New HEIGHTS Maintenance and Enhancement scope of work.
 - j) The State's DoIT Team will provide support to the Contractor by distributing the packaged New HEIGHTS software to the field. It will also provide assistance for emergency software distributions.
- 3.3 The State shall notify the Contractor of its intent to exercise any of the three extension years allowed under this Agreement at least 90 days prior to the beginning of such period.

Contractor Initials:

4

4. PROJECT MANAGEMENT AND RESPONSIBILITIES

The State and the Contractor agree that the success of the project requires a highly coordinated joint project management effort. The State and the Contractor shall provide adequate resources to manage the project. Both Parties are committed to sharing of project management. Project Management Responsibilities are detailed in Section C-1.1.1 of the RFP and the Contractor's response dated September 17th, 2012.

All maintenance and enhancement work will be performed based upon priorities established jointly by the New HEIGHTS Project Manager and the Contractor Project Manager or their designee. All priorities will be established and work assigned based upon the Contractor's staffing levels according to this Agreement.

COMMUNICATION AND REPORTING

The Contractor shall establish and maintain communication in accordance with Section C-1.1.2 of the RFP and the Contractor's response dated September 17th, 2012.

The Contractor shall provide the State with a status report on a mutually agreed upon frequency. The status report will give an update of current activities in all areas of the project.

6. TESTING

A comprehensive testing approach, which includes Unit, System, Regression, and Integration testing, will be followed as described in RFP Section C-1.2.5, as well as in the Contractor's proposal dated September 17th, 2012.

SYSTEM DOCUMENTATION

The Contractor will be responsible for system technical documentation according to the requirements in RFP Section C.1.2.9 and the Contractor's proposal dated September 17th, 2012. The State shall be responsible for the content of the User Guide, Policy Manuals, and On-Line Screen Help and the definition of links to New HEIGHTS screens for on-line access.

8. ASSUMPTIONS AND DEPENDENCIES

The State requires that the Contractor commit a cohesive, dedicated, skilled core team of key personnel to the New HEIGHTS Project as described in RFP Section C-1.8.2 "Staff Retention and Diversion" and in the Contractor's proposal dated September 17th, 2012. Key Personnel, as defined in the RFP and the Contractor's response must spend their time on-site in Concord, New Hampshire unless otherwise approved by the New HEIGHTS Project Manager; such approval will not be unreasonably withheld. Personnel commitments are a mandatory requirement for the work to be performed under this Agreement.

During the course of the Agreement the State reserves the right to require the Contractor to reassign or otherwise remove from the project any Contractor or subcontractor employee found unacceptable by the State within 30 days from written notification from the New HEIGHTS Project Manager.

In connection with the services contemplated by the agreement, each party shall comply with the obligations applicable to such party under the Health Information Technology for Economic and Clinical Health Act provisions at 42 USC §§17921-17954 and all associated implementing regulations, as amended ("HITECH"), as of the date that compliance with such obligation is required under such law, and the obligations applicable to such party under HIPAA (as defined in Exhibit I). In furtherance thereof (1) each provision of HITECH and HIPAA that is required to be included in business associate agreements pursuant

to HITECH and is not already set forth in Exhibit I is hereby incorporated into Exhibit I by reference; and (2) to the extent that the provisions of Exhibit I are unclear, such provisions shall be construed to allow for compliance by the parties with HIPAA and HITECH.

Regarding Protected Health Information, and other personally identifiable information ("PII"), the State will provide such data to the Contractor to the minimum extent necessary to perform the services. The State will also ensure that access by Contractor to PHI and PII is limited to access within the State's facilities, network, data, equipment, software and working space at the State's facilities which are in secured environments and only where there is controlled access.

CHANGE ORDERS

The State may request that the Contractor provide a fixed price bid for major enhancements to the New HEIGHTS system.

The State may, with written notice to the Contractor and written consent of the Contractor, make changes within the general scope of this Agreement. Such changes may include modification in the functional requirements and processing procedures, other changes specifically required by new or amended Federal or State laws and regulations.

The written order issued by the State shall specify whether the change is to be made on a certain date or placed into effect only after approval of the Contractor price proposal as described in the following paragraph. The State and Contractor will agree upon the impact of the change order on the total project schedule and upon the date of implementation of the change.

As soon as possible after receipt of a written change order request, but in no event more than thirty (30) days thereafter, the Contractor shall provide the State with a written statement detailing the change request analysis and fixed price or time and materials cost involved in implementing the change. The cost to the State resulting in a change in the work shall specify the total cost based on the number of staff-hours required to complete the change, times the change order rate. The change order rates will be negotiated based on the specific circumstances for each change order. This Agreement shall be amended to include the additional scope of services and shall be subject to and effective upon approval of Governor and Council.

If the State does not accept the Contractor's proposal, the State may:

- a) withdraw its change request; or
- b) modify its change request, in which case the procedures set forth above will apply to Contractor's response to the modified change request

The Contractor will be required to use all commercially reasonable efforts to implement a change request described in the change order in accordance with the terms of such change order.

All claims, disputes, and other matters in question between the State and Contractor arising out of or relating to change orders shall be decided in the manner, set forth in Section 10 Dispute Resolution.

10. DISPUTE RESOLUTION

The Contractor and the State shall work in good faith toward accomplishment of the objectives that form the basis of this Agreement. Notwithstanding Section 1.5 of the Agreement, the following dispute resolution process shall be followed in the event of any dispute or disagreement between the parties relating to any provision of the Agreement or an interpretation thereof and before exercising any termination right for default or breach or any other right to remedy under or relating to the Agreement whether provided by law or under the Agreement, within thirty days of such a dispute may pursue in good faith the dispute resolution process set forth below.

Contractor Initials:

Date:

All dispute resolution meetings, consistent with the intent of the Agreement, shall be conducted at the State's place of business, 129 Pleasant Street, Concord New Hampshire 03301.

10.1 Invocation of Progressive Dispute Negotiation.

The party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party.

10.2 Progression of Management Involvement.

The Parties shall use their best efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times, between negotiators for the parties at the successive management levels set forth below:

- Level 1
 - ⇒ New HEIGHTS Project Manager
 - ⇒ Contractor Project Manager
- Level 2
 - ⇒ Division of Client Services Director and the New HEIGHTS Project Manager
 - ⇒ Contractor Project Partner and the Contractor Project Manager
- Level 3
 - ⇒ Commissioner of the Department of Health and Human Services and/or the Chief Information Officer of the Office of Information Technology.
 - ⇒ The Contractor Project Partner

The negotiators at each level shall have a period of ten business days in which to attempt to resolve the dispute. The allotted time for first level negotiators shall begin on the date of receipt of the Invoking Party's notice.

If a resolution is not achieved by negotiators at any given management level at the end of their allotted time, then the allotted time for the negotiators at the next management level, if any shall begin immediately.

If resolution is not achieved by negotiators at the final management level, each party reserves all rights at law or in equity.

Initiation of the dispute resolution process cannot, in and of itself, cause work to stop on any part of the project. Work must continue for all portions of the work not in dispute during dispute resolution unless suspended by the State per this RFP.

EXHIBIT B **PAYMENT TERMS**

1. Price:

The total price for all services and facilities provided under this Agreement shall not exceed \$27,500,000.00.

2. Terms of Payment

- This Agreement is funded with funds from the New Hampshire General Fund in the amount of \$12,894,301.00 and with federal funds made available under the following Catalog of Federal Domestic Assistance:
 - CFDA #93.558, Federal Agency Department of Health and Human Services, Administration for Children and Families, Program Title IV-A (TANF) in the amount of \$2,047,330.00.
 - CFDA #10.561, Federal Agency Department of Agriculture, Food and Nutrition Services, Program Title Food Stamp State Administration in the amount of \$4,122,850.00.
 - CFDA #93.778, Federal Agency Department of Health and Human Services, Centers for Medicare and Medicaid Services, Program Title XIX (Medicaid) in the amount of \$8,408,279.00.
 - CFDA #s 93.658 and 93.659 Federal Agency Department of Health and Human Services, Administration for Children and Families, Program Titles IV-E (Foster Care) and Adoption Assistance in the amount of \$27,240.00
- b) The State will pay the Contractor monthly as defined in the Maintenance and Enhancements Payment Schedule included as Attachment B-1. The schedule of payments pursuant to Attachment B-1 schedule may be modified in writing with the mutual agreement of both the State and the Contractor, provided the modifications do not result in total state fiscal year amounts that exceed the total state fiscal year amounts of Attachment B-1.
- c) Prior to approving the Contractor's invoice for payment each month, the State Project Manager will compare the actual number of hours provided by the Contractor to the number of hours required under this Agreement.
- d) The State will make reasonable efforts to achieve Contractor payments within 45 workdays after receipt of invoice. The Contractor may halt further services hereunder until payment is received on past due invoices, which have been outstanding for more than 75 days and are not in good faith dispute between the Parties.
- The Parties further agree that the invoices will contain the payment number and time period of the services included in the invoice per the Maintenance and Enhancements Payment Schedule included as Attachment B-1 and the Contractor has no obligation to provide details in the invoice for state and federal cost allocations. In addition, the invoice will include the actual number of hours provided in that month. Prior to approving the Contractor's invoice for payment each month, the State Project Manager will compare the actual number of hours provided by the Contractor to the number of hours required under this Agreement.
- The State's liability for deliverables in each of the next five fiscal years shall not exceed the amount appropriated for each of those fiscal years.

g) This Agreement may be extended by mutual agreement of the Parties for up to three (3) additional years subject to formal approval by the Governor and Council of the State of New Hampshire; such extension shall be subject to all terms and conditions herein. Any amendments to this Agreement regarding the price limitation shall require approval of the Governor and Council of the State of New Hampshire.

EXHIBIT C SPECIAL REQUIREMENTS

- 1 Standard State Agreement Paragraph 13, Indemnification, is deleted, and in place thereof is inserted:
- 13.1 The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, its subcontractors, and assignees.
- 13.2 The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to defend, indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the subcontractor, delegate, or transferee.
- In no event shall either party, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense (including, without limitation, lost profits and opportunity costs), relating to this engagement. The Contractor's monetary limitation of liability to the State for direct damages shall not exceed the greater of \$3,000,000 or two times the Fees paid for each State fiscal year, except it shall not apply to Section 13.4
- 13.4 Notwithstanding the monetary limitation contained in paragraph 13.3 above, in the event a claim or action is brought against the State in which infringement and/or a violation of HIPAA is alleged, the Contractor, at its own expense, shall defend, indemnify and hold harmless the State against all such claims or actions for any expenses, costs or damages, including legal fees and expenses, incurred by the State in connection with such claims or actions.
- Further, 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.
- 13.6 This covenant shall survive the termination of the Agreement.
- 2 Following Standard State Agreement Paragraph 9.3 insert:
 - 9.3.1 All applicant and/or recipient materials and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether oral, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of federal and State law and ethical standards, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and State law and ethical standards.
 - 9.3.2 This provision shall not apply to any information, or any portion thereof, which is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation provided that prior to such disclosure by the Contractor the State is given reasonable advance notice of such order and an opportunity to object to such disclosure. The Contractor shall carry out its confidentiality obligations using the same degree of care that it uses in protecting its own proprietary information, but at least a reasonable degree of care. Notwithstanding anything herein to the contrary, the Contractor shall have

the right to retain one copy of confidential information and any summaries, analyses, notes or extracts prepared by the Contractor which are based on or contain portions of confidential information evidencing its services for the State as required by law, regulation, professional standards or reasonable business practice.

- 3 Notwithstanding anything to the contrary in this Agreement, the State shall have all rights of ownership of all deliverables, application software and documentation associated with this project for which the State has made payment in accordance with the terms and conditions of this Agreement.
 - The State shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any deliverable, application software and documentation associated with this project for which the State has made payment in accordance with the terms and conditions of this Agreement.
 - With the prior approval of the State, to the extent that the Contractor utilizes any of its property (including, without limitation, any hardware or proprietary software of the Contractor or any proprietary or confidential information of the Contractor or any trade secrets of Contractor and excluding the State's application software, deliverables, and documentation) in performing services hereunder, such property shall remain the property of the Contractor and the State shall acquire no right or interest in such property. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of the Contractor to provide consulting, auditing or other services of any kind or nature whatsoever to any person or entity as the Contractor in its sole discretion deems appropriate. In furtherance of the foregoing and not in limitation and notwithstanding any contrary provision of this Agreement, the Parties hereby acknowledge and agree that the Contractor shall have ownership and copyright ownership of, including, without limitation, all rights to use, disclose and otherwise employ its ideas, concepts, know-how, methods, techniques, processes, and skills, and adaptations thereof (including, without limitation, function, system and data models; the generalized features of the structure, sequence and organization of software and the user interfaces and screen designs; general purpose routines, tools and utilities; and procedures, processes, logic coherence and methods of operation of systems) in conducting its business (including, without limitation, providing services or creating programming or materials for other clients), and the State shall not assert against Contractor or it personnel any prohibitions or restraint from so doing.
 - Appropriate Federal and/or State representatives will have access to work in progress and to
 pertinent cost records of the Contractor and its subcontractors at such intervals, as any
 representative shall deem necessary. All records associated with this project must be retained for a
 period of five years after final payment or resolution of any litigation.
- The State, or any of its entities, shall not hire or contract with any Contractor personnel or subcontractor personnel that have been directly and substantively involved in the work related to this Agreement during the term of this Agreement and for three (3) months following the end of this Agreement unless written consent is granted by the Contractor.
- Should the State fail to make all payments in a timely manner as required hereunder, or otherwise be in breach of this Agreement, including, without limitation, failure of the State to timely perform its obligations under this Agreement, following the unsuccessful conclusion of dispute resolution as described in Section 10 of Exhibit A, Contractor upon thirty (30) days written notice to the State, may terminate this Agreement if the State fails to cure its breach within such thirty (30) days notice period or in the absence of a greater specification of time. The State shall have all rights to dispute any determination by the Contractor of breach, or the cure thereof, by use of the Dispute Resolution provisions of Section 10 of Exhibit A or other legal process.
- The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the

copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

7 The Contractor shall comply with the Clean Air Act, Section 306 and Clean Water Act, Section 309.

Contractor Initials: _____
Date: ______

Exhibit C-I

Additional Special Provisions

1) Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

2) Retroactive Payments-Individual Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

3) Retroactive Payments-Contractor Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

4) Audit Requirement

On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$300,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after June 30, 1997.

5) Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of (name), with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

6) Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

Contractor Initials: _

Date:

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (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;

Contractor Initials:

Date:

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS, cont'd

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

			·
	(e)	from ar employ convict	ing the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) in employee or otherwise receiving actual notice of such conviction. Employers of convicted rees must provide notice, including position title, to every grant officer on whose grant activity the led employee was working, unless the Federal agency has designated a central point for the receip notices. Notice shall include the identification number(s) of each affected grant;
	(f)		one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2) spect to any employee who is so convicted—
		(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
		(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;
	(g)		a good faith effort to continue to maintain a drug-free workplace through implementation of aphs (a), (b), (c), (d), (e), and (f).
(B) ,		antee ma	ay insert in the space provided below the site(s) for the performance of work done in connection c grant.
Place o	f Perfor	mance (street address, city, county, State, zip code) (list each location)
7 Eagle	Square	Project e, Suite 1 Hampsh	I01 ire 03301
Check	☐ if the	ere are v	workplaces on file that are not identified here.
_			
	eloitte Co ntractor	onsulting	G LLP From: 07/01/13 – 06/30/18 Period Covered by this Certification
CO	illacioi	IVAILIE	Pende dovered by this definication
Su	ndhar S	ekhar, P	rincipal
Na	me and	Title of	Authorized Contractor Representative

Contractor Representative Signature

Date

STANDARD EXHIBIT E

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

CERTIFICATION REGARDING LOBBYING

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

Programs (indicate applicable program covered):

Aid to Families with Dependent Children Program under Title IV-A
Child Support Enforcement Program under Title IV-D
Job Opportunities and Basic Skills (JOBS) Program under Title IV-F
Medicaid Program under Title XIX
Social Services Block Grant Program under Title XX
The Food Stamp Program under Title VII

Contract Period:

07/01/13 - 06/30/18

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.

CERTIFICATION REGARDING LOBBYING, cont'd

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

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.

Sullsde	Principal	
Contractor Signature	Contractor's Representative Title	
Deloitte Consulting LLP	3/3/17	•
Contractor Name	Date \	

Contractor Initials:

Date:

STANDARD EXHIBIT F

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 12529 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:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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.
- 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.
- 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 Non-procurement List (of excluded parties).

Contractor Initials: _

Date: _

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - 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 (I)(b) of this certification; and
 - (d) 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.
- 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).

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
(To Be Supplied to Lower Tier Participants)

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

Sundh Sell	Principal
Contractor Signature	Contractor's Representative Title
Deloitte Consulting LLP	1 1 1 1
Contractor Name	Date

Disabilities Act of 1990.

Contractor Name

1.

STANDARD EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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:

By signing and submitting this proposal (contract) the Contractor agrees to make

reasonable efforts to comply with all applicable provisions of the Americans with

Sundesch	
	Principal
Contractor Signature	Contractor's Representative Title
Deloitte Consulting LLP	5/3/17

Act of 1994.

NH Department of Health and Human Services

STANDARD 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

Principal Contractor's Representative Title Contractor Signature Deloitte Consulting LLP Contractor Name

STANDARD EXHIBIT I

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 104-91 and with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) <u>Definitions</u>.

- a. "<u>Designated Record Set</u>" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501.
- b. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "<u>HIPAA</u>" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91.
- e. "<u>Individual</u>" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "<u>Privacy Rule</u>" 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.
- g. "<u>Protected Health Information</u>" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. 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.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use or disclose PHI except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement, as amended to include this Exhibit H. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity.
- 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 c. 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 immediately notify Business Associate 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, as amended to include this Exhibit H, 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 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 on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, as amended to include this Exhibit H, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.
- b. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement, as amended to include this Exhibit H.
- c. 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 Rule.

- Business Associate shall require all of its directors, officers, employees and agents, subcontractors, and third parties that receive, use or have access to PHI under the Agreement, as amended to include this Exhibit H, 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)k. herein. Business Associate shall also require its agents, subcontractors, and third parties to indemnify, defend and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the agents, subcontractors and third parties.
- e. 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, as amended to include this Exhibit H.
- Within ten (10) 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.
- Within ten (10) 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.
- Business Associate shall document such disclosures of PHI and information related to h. 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.
- i. Within ten (10) 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.
- In the event any individual requests access to, amendment of, or accounting of PHI j. 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 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.

Page 3 of 6

- k. Within ten (10) business days of termination of the Agreement, as amended to include this Exhibit H, 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, Business Associate shall continue to extend the protections of the Agreement, as amended by this Exhibit H, 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 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.
- l. Business Associate shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

(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) <u>Term and Termination</u>

a. <u>Term.</u> The Agreement, as amended to include this Exhibit H, shall become effective as of {insert effective date} and shall continue in effect until (i) termination of the Agreement, (ii) termination as provided herein, or (iii) termination by mutual agreement of the parties.

b. <u>Termination for Cause</u>.

Covered Entity may immediately terminate the Agreement, as amended to include this Exhibit H, if it determines that Business Associate has violated the Agreement. Upon Covered Entity's knowledge of a breach by Business Associate, 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.

insert date

Page 4 of 6

(6) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit H, to a Section in the Privacy Rule means the Section as in effect or as amended.
- b. <u>Amendment</u>. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, as amended to include this Exhibit H, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy Rule, and applicable federal and state law.
- c. <u>No Third Party Beneficiaries</u>. Nothing express or implied in the Agreement, as amended to include Exhibit H, is intended or shall be deemed to confer upon any person or entity other than the Covered Entity, the Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities whatsoever.
- d. <u>Data Ownership</u>. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- f. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement, as amended to include this Exhibit H, shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy Rule.
- g. <u>Indemnification</u>. Business Associate shall indemnify, defend and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the Business Associate, including without limitation its directors, officers, and employees.
- h. <u>Segregation</u>. If any term or condition of this Exhibit H 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 H are declared severable.
- i. <u>Survival</u>. Provisions in this Exhibit H regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k., the defense and indemnification provisions of section 3 d., and section 6 g. shall survive the termination of the Agreement.

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

Division of Client Services	Deloitte Consulting, LLP
The State of New Hampshire	Name of the Contractor
0 1 7 0/1	S Il Sell
Carol E. Sideris	June a Nos
Signature of Authorized Representative	Signature of Authorized Representative
au (Sudous)	Sundhar Sekhar
Name of Authorized Representative	Name of Authorized Representative
Director	Principal Principal
Title of Authorized Representative	Title of Authorized Representative
	$\sqrt{1}$
6/3/13	13/17
Date	Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

<u>CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE</u>

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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Representative Signature)

(Authorized Contractor Representative Name & Title)

Contractor initials:

Date: __ Page #

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General below listed questions are true and accurate.	Provisions, I certify that the responses to the
1. The DUNS number for your entity is:	<u>00-256-3455</u>
2. In your business or organization's preceding complet receive (1) 80 percent or more of your annual gross revegrants, sub-grants, and/or cooperative agreements; and (from U.S. federal contracts, subcontracts, loans, grants,	nue in U.S. federal contracts, subcontracts, loans, 2) \$25,000,000 or more in annual gross revenues
<u>X</u> NO	YES
If the answer to #2 abov	e 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 or organization through periodic reports filed under section of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the	on 13(a) or 15(d) of the Securities Exchange Act
X NO	YES
If the answer to #3 above	e is YES, stop here
If the answer to #3 above is NO, p	lease answer the following:
4. The names and compensation of the five most highly organization are as follows:	compensated officers in your business or
Name:	Amount:

Contractor initials:

Date:
Page # 2 of Page # 2

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 a notice of registration to transact business in this state was filed by DELOITTE CONSULTING LLP, a Delaware registered limited liability partnership, on March 10, 2004. I further certify that all fees including annual fees required by the Secretary of State's office have been paid.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of April, A.D. 2013

William M. Gardner Secretary of State

CERTIFICATE

- I, Christina Dorfhuber, Principal of Deloitte Consulting LLP, do hereby certify that:
- 1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership ("Deloitte Consulting");
- 2. I maintain and have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of the Principals of Deloitte Consulting assigned to the Camp Hill, Pennsylvania Office;
- 3. I am duly authorized to issue certificates with respect to Deloitte Consulting and such Principals;
- 4. I have attached hereto as Certificate Exhibit A, a certificate of authority setting forth the authority of a Principal of Deloitte Consulting to enter into and sign agreements in the name of and on behalf of Deloitte Consulting;
- 5. Sundhar Sekhar, is on the date hereof, and since 2003 has been, a Principal of Deloitte Consulting as referred to in Certificate Exhibit A attached hereto;
- 6. As a Principal of Deloitte Consulting, he is fully authorized on behalf of and in the name of Deloitte Consulting to enter into and take any and all actions to execute, acknowledge, and deliver the contract with the State of New Hampshire, acting through the Office of the Governor, providing for the performance by Deloitte Consulting of certain management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as he may deem necessary, desirable, or appropriate to accomplish the same;
- 7. The signatures of Sundhar Sekhar, as Principal of Deloitte Consulting, affixed to any instruments or documents described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Principal to bind Deloitte Consulting thereby;
- 8. The certificate of authority of Deloitte Consulting attached as Exhibit A has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date thereof;

Contractor Initials:

1

9. The following persons, whose signatures appear be to and now occupy the positions indicated below in	
	Christina Dorfhuber, Principal Deloitte Consulting LLP Camp Hill Office
	Sundhar Sekhar, Principal Deloitte Consulting LLP Camp Hill Office
10. IN WITNESS WHEREOF, I have hereunto set my day of	hand as Principal of the Partnership this Christina Dorfhuber
PENNSYLVANIA	
COUNTY OF CUMBERLAND	
On this 200 day of 4, 2013, be the undersigned officer, personally appeared Christina Principal of Deloitte Consulting LLP, a Delaware limit Principal, being authorized to do so, executed the foregontained, by signing her name thereto as Principal.	ted partnership, and that she, as such
IN WITNESS WHEREOF, I hereunto set m	y hand and official seal.
My Commission Expires: January 4th, 201	5 Kud Chrystne Horan Notary Republic
COMMONWEALTH OF PENNSYLVANIA Notarial Seal Linda Christine Horton, Notary Public Susquehanna Twp., Dauphin County My Commission Expires Jan. 4, 2015 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES	Contractor Initials:

CERTIFICATE EXHIBIT A

I, SUNDHAR SEKHAR, DO HEREBY CERTIFY THAT:

- 1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership ("Deloitte Consulting").
- 2. I have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of Principals of Deloitte Consulting assigned to its Camp Hill, Pennsylvania office.
- 3. Principals of Deloitte Consulting are fully authorized by the Memorandum of Agreement of Deloitte Consulting to enter into and to take any and all actions on behalf of and in the name of Deloitte Consulting to execute, acknowledge, and deliver contracts providing for the performance by Deloitte Consulting of management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as may be necessary, desirable, or appropriate to accomplish the same.
- 4. Deloitte Consulting LLP has no company seal.
- 5. I am duly authorized to issue this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as a Principal of Deloitte Consulting LLP this3PD_ day of
PENNSYLVANIA
On this 320 day of
On this 300 day of, 2013, before me, respectively appeared Sundhar Sekhar who acknowledged himself to be a
Principal of Deloitte Consulting LLP, a Delaware limited partnership, and that he, as such
Principal, being authorized to do so, executed the foregoing instrument for the purposes therein
contained, by signing his name thereto as Principal.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires: Ganuary 4, 2015 Bunda Christine for

Contractor Initials

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Linda Christine Horton, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires Jan. 4, 2015

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/14/2012

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

th	e terms and conditions of the policy, ertificate holder in lieu of such endors	cert	ain p	olicies may require an en	dorser	nent. A sta	tement on th	ls certificate does not co	onfer i	ights to the
	DUCER	Gine	iida)	•	CONTAC NAME:	T				***************************************
Mars	h USA, Inc.				NAME: PHONE	<u>}</u>		FAX	****	
	Avenue of the Americas York, NY 10036			-	(A/C, No	Ext):		(A/C, No):	······································	~*************************************
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CI	ERTIFICATE MAY BE ISSUED OR MAY I	PERT	AIN,	THE INSURANCE AFFORDE	D BY	THE POLICIE	S DESCRIBE			
	(CLUSIONS AND CONDITIONS OF SUCH								~~,~~	·
INSR		INSR	SUBR WVD				POLICY EXP (MM/DD/YYYY)	LIMITS		4 000 000
A	GENERAL LIABILITY			GL5076462		06/01/2012	06/01/2013	DAMAGE TO PENTED	\$	1,000,000 1,000,000
	X COMMERCIAL GENERAL LIABILITY				200	ŀ		PREMISES (Ea occurrence)	\$	10,000
	CLAIMS-MADE _ OCCUR					i			\$	1,000,000
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	GEN'L AGGREGATE LIMIT APPLIES PER:					·		Myselement in the section of the sec	\$	2,000,000
	POLICY PRO- X LOC	-		CA2714625		06/01/2012	06/01/2013	COMBINED SINGLE LIMIT	\$	4 000 000
A	AUTOMOBILE LIABILITY			WAZI 14023	900	00/01/2012	00/04/2010	(Ea accident)	\$	1,000,000
	X ANY AUTO ALL OWNED SCHEDULED			'Auto Physical Damage'	į	1			\$	
	AUTOS AUTOS NON-OWNED		***************************************	'\$500 DEDUCTIBLE COMP/COLL					\$,
	HIRED AUTOS AUTOS		ř.	\$300 DEDOCTIBLE CONFICOLL	·			(Per accident)	\$	and control of the state of the
A	X UMBRELLA LIAB X OCCUP			13273208		06/01/2012	06/01/2013	4000 policies and 1000 in the contract of the	\$	4,000,000
^	OCCUR			10210200		1	00/01/2010	www.	\$	4,000,000
	EXCESS LIAB CLAIMS-MADE					į.		ACCOMPANIES CONTRACTOR	\$	4,000,000
	DED RETENTION S WORKERS COMPENSATION	***************************************		WC15110298 (AOS)		06/01/2012	06/01/2013		\$	
B B	AND EMPLOYERS' LIABILITY YAN		in a comment	WC15110299 (CA)	1	06/01/2012	06/01/2013	TORY LIMITS LER		1,000,000
В	ANY PROPRIETOR/PARTNER/EXECUTIVE N	NIA		WC15110301 (MA, WI)	-	06/01/2012	06/01/2013	E.L. EACH ACCIDENT	\$	1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC15110300 (FL)	- 1	06/01/2012	06/01/2013	E.L. DISEASE - EA EMPLOYEE		1,000,000
-	DESCRIPTION OF OPERATIONS below	****	<u> </u>	WO 151 10000 (1 C)		1	00/01/2010	E.L. DISEASE - POLICY LIMIT	\$	7,000,000
need	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	EP /) denote	ACOPD 404 Additional Domerks	Schodule	W more ensect	e sanudsari)			
	E OF NEW HAMPSHIRE IS INCLUDED AS AN ADD					3		VERAGE.		
	RKERS COMPENSATION INSURANCE COVERAGI					3.				
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CE	RTIFICATE HOLDER		·		CANL	ELLATION	**************************************	Market Market Williams		
ST	TATE OF NEW HAMPSHIRE				SHO	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CA	ANCEL	LED BEFORE
	EPT. OF HEALTH & HUMAN SERVICES				THE	EXPIRATIO	N DATE THE	EREOF, NOTICE WILL E		
	FFICE OF COMMISSIONER 9 PLEASANT STREET	,			ACC	UKDANCE W	IIM IME POLIC	CY PROVISIONS.		
	ONCORD, NH 03301				AUTHO	RIZED REPRESI	NTATIVE		iw	
						h USA Inc.				
					Nancy	Bartolino		namy Bartolino)···	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/06/2013

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

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

PRODUCER Marsh USA, Inc.		CONTACT NAME:	
1166 Avenue of the Americas		PHONE FAX (A/C, No, Ext): (A/C, No):	
New York, NY 10036		E-MAIL ADDRESS:	
•		INSURER(S) AFFORDING COVERAGE	NAIC#
709965-\$25M-13-14		INSURER A: National Union Fire Ins Co Pittsburgh PA	19445
INSURED		INSURER B: New Hampshire Insurance Co.	23841
Deloitte LLP Deloitte & Touche LLP		INSURER C: The Insurance Company of the State of PA	19429
Deloitte Consulting LLP	Advisory Comisso II D	INSURER D :	
Deloitte Tax LLP, Deloitte Financial Ten Westport Road	Advisory Services LLP	INSURER E :	
Wilton, CT 06897-0820		INSURER F:	
COVERAGES	CERTIFICATE NUMBER:	NYC-005362029-10 REVISION NUMBER 8	

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.

TYPE OF INSURANCE	INSR	SUBR WVD	POLICY NUMBER	POL (MM/E	CY EFF D/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
GENERAL LIABILITY			GL 5361561	06/01/	2013	06/01/2014	EACH OCCURRENCE	\$	1,000,00
X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,00
CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	10,00
							PERSONAL & ADV INJURY	\$	1,000,00
							GENERAL AGGREGATE	\$	2,000,00
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,00
POLICY PRO- X LOC								\$	_
AUTOMOBILE LIABILITY			CA 3611887	06/01/	2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
X ANY AUTO			9				BODILY INJURY (Per person)	\$	
AUTOS AUTOS			"Auto Physical Damage"				,	\$	
HIRED AUTOS NON-OWNED AUTOS			"\$500 DEDUCTIBLE COMP/COLL"				PROPERTY DAMAGE (Per accident)	\$	
								\$	
X UMBRELLA LIAB X OCCUR			20562120	06/01/	2013	06/01/2014	EACH OCCURRENCE	\$	4,000,0
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	4,000,0
DED RETENTION\$			1					\$	
WORKERS COMPENSATION			WC 039901223 (AOS)	1			X WC STATU- OTH- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N / A		WC 039901224 (CA)	06/01/	2013	06/01/2014	E.L. EACH ACCIDENT	\$	1,000,0
(Mandatory in NH)	N/A		WC 039901226 (AK,AZ,GA,VA)	06/01/	2013	06/01/2014	E.L. DISEASE - EA EMPLOYEE	\$	1,000,0
If yes, describe under DESCRIPTION OF OPERATIONS below			WC 039901227 (NJ,PA)	06/01/	2013	06/01/2014	E.L. DISEASE - POLICY LIMIT	\$	1,000,0
WORKER'S COMP			WC 039901228 (IL,KY,NC,NH,UT,VT)	06/01/	2013	06/01/2014			
WORKER'S COMP			WC 039901229 (MA.ND.OH.WA.WI)	06/01/	2013	06/01/2014			
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- POLICY PRO- AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below WORKER'S COMP	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- POLICY PRO- AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETION/PARTINER/EXECUTIVE N PROPRIETION/PARTINER/EXECUTIVE N N/A N/A MORKER'S COMP	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION\$ WORKER'S COMPENSATION N / A N / A WORKER'S COMP	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO X LOC AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N If yes, describe under DESCRIPTION OF OPERATIONS below WC 039901228 (IL,KY,NC,NH,UT,VT) WC 039901228 (IL,KY,NC,NH,UT,VT)	GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO JECT X LOC AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS EXCESS LIAB X OCCUR CLAIMS-MADE X OCCUR X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKER'S COMP WC 039901223 (AOS) WC 039901224 (CA) WC 039901227 (NJ,PA) WC 039901227 (NJ,PA) WC 039901228 (IL,KY,NC,NH,UT,VT) MORITAGE O6/01/2 WC 039901228 (IL,KY,NC,NH,UT,VT) O6/01/2 WC 039901228 (IL,KY,NC,NH,UT,VT) O6/01/2 WC 039901228 (IL,KY,NC,NH,UT,VT) O6/01/2	GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO X LOC AUTOMOBILE LIABILITY ANY AUTO ALLOWNED AUTOS HIRED AUTOS HIRED AUTOS EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYER'S LIABILITY X WC 039901223 (AOS) WC 039901224 (CA) WC 039901227 (NJ,PA) WC 039901228 (IL,KY,NC,NH,UT,VT) O6/01/2013	INSR WVD POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYYYYY) (MM/DD/YYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYYY	TYPE OF INSURANCE INS	CENERAL LIABILITY

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

STATE OF NEW HAMPSHIRE IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE.

""WORKERS COMPENSATION INSURANCE COVERAGE IS PROVIDED UNDER DELOITTE'S POLICY, MEETING NEW HAMPSHIRE'S STATUTORY REQUIREMENTS."

CERTIFICATE HOLDER	CANCELLATION					
State of New Hampshire Department of Information Technology Commissioner 27 Hazen Drive	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Concord, NH 03301	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Nancy Bartolino Nancy Bartolino Rautolino					

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COMPUTER ACCESS AND USE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE'S COMPUTER FACILITIES.

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter "Information"), User understands and agrees to the following rules:

- 1. That at all times utmost care shall be used in protecting Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- 2. That any person or any use not specifically known by the user as being authorized to access or use Information must be promptly reported to the appropriate supervisor.
- 3. That information shall be used solely for the purpose of conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal or other private use.
- 4. That at no time shall user access or attempt to access any information without having the express authority to do so.
- 5. That at no time shall user access or attempt to access any information in a manner inconsistent with the approved method of system entry.
- 6. That all information developed while on the job or while utilizing State facilities or resources shall be the exclusive property of the State of New Hampshire.
- 7. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times user must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State.
- 8. That only equipment or software owned, licensed, or being evaluated by the State can be used by user. Use of personal or a third party's equipment or software at State facilities is strictly forbidden unless prior written approval has been obtained, and in the case microcomputer software, a virus scan has been performed by the State LAN administrator.
- 9. That at no time shall user's confidential computer password(s) or premises access card be shared with or used by any other person.
- 10. That at no time shall user share or use another person's confidential computer password(s) or premises access card.
- 11. That at no time shall user leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.

- 12. That user must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- 13. That if user is found to be in violation of any of the above-stated rules, the User may face disciplinary sanctions including a reprimand, suspension, termination from employment, or criminal or civil prosecution, if the act constitutes a violation of law.
- 14. That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The user will be notified in writing of any changes and will be required to adhere to such changes.
- 15. That the user acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use information.

Remainder of this page intentionally left blank.

Page 2 of 2

STATE OF NEW HAMPSHIRE Department of Health and Human Services New HEIGHTS Maintenance CONTRACT 2013-009 Attachment A-1 NEW HEIGHTS MAINTENANCE STAFF LOADING

For the term of this contract, the vendor will provide staffing based on the staff loading table below. The vendor in coordination with DHHS will adjust the skill set of the development staff to support New HEIGHTS as the system is transformed from a legacy application to a Java based application.

Position Title	SFY 2014 7/1/2013- 6/30/14	SFY 2015 7/1/2014- 6/30/2015	SFY 2016 7/1/2015- 6/30/2016	SFY 2017 7/1/2016- 6/30/2017	SFY 2018 7/1/2017- 6/30/2018
Project Executive	.1	.1	.1	.1	.1
Project Manager	1	1	1	1	1
Technical Manager	1	1	1	1	1
Track Managers	3	3	3	3	3
DBAs	2	2	2	2	2
LAN Administrator	1	1	1	1	1
Kofax/.Net Senior Developer	1	1	1	1	1
Java Architects	3	. 3	3	3	3
Change Control Specialist	1	1	1	1	1
Operators	2	2	2	2	2
Business Intelligence Senior Developer	1	1	1	1	1
Senior Developer	3	3	3	3	3
Developer	6	6	6	6	6
Total Staff Per Year	25.1	25.1	o 25.1	25.1	25.1

New HEIGHTS Maintenance Page 43 of 46

STATE OF NEW HAMPSHIRE Department of Health and Human Services New HEIGHTS Maintenance CONTRACT 2013-009

Attachment B-1 NEW HEIGHTS MAINTENANCE PAYMENT SCHEDULE

Payment	Deliverable	Invoice	Payment	Total	St Fiscal	Fed Fiscal
No.	Description	Date	Amount	Payment	Yr Totals	Yr Totals
1	Maintenance and Enhancements - July 2013	07/31/2013	\$458,333.33	\$458,333.33	\$458,333.33	\$458,333.33
2	Maintenance and Enhancements - August 2013	08/30/2013	\$458,333.33	\$458,333.33	\$916,666.67	\$916,666.67
3	Maintenance and Enhancements - September 2013	09/30/2013	\$458,333.33	\$458,333.33	\$1,375,000.00	\$1,375,000.00
4	Maintenance and Enhancements - October 2013	10/31/2013	\$458,333.33	\$458,333.33	\$1,833,333.33	\$458,333.33
5	Maintenance and Enhancements - November 2013	11/29/2013	\$458,333.33	\$458,333.33	\$2,291,666.67	\$916,666.67
6	Maintenance and Enhancements - December 2013	12/31/2013	\$458,333.33	\$458,333.33	\$2,750,000.00	\$1,375,000.00
7	Maintenance and Enhancements - January 2014	01/31/2014	\$458,333.33	\$458,333.33	\$3,208,333.33	\$1,833,333.33
8	Maintenance and Enhancements - February 2014	02/28/2014	\$458,333.33	\$458,333.33	\$3,666,666.67	\$2,291,666.67
9	Maintenance and Enhancements - March 2014	03/31/2014	\$458,333.33	\$458,333.33	\$4,125,000.00	\$2,750,000.00
10	Maintenance and Enhancements - April 2014	04/30/2014	\$458,333.33	\$458,333.33	\$4,583,333.33	\$3,208,333.33
11	Maintenance and Enhancements - May 2014	05/30/2014	\$458,333.33	\$458,333.33	\$5,041,666.67	\$3,666,666.67
12	Maintenance and Enhancements - June 2014	06/30/2014	\$458,333.33	\$458,333.33	\$5,500,000.00	\$4,125,000.00
13	Maintenance and Enhancements - July 2014	07/31/2014	\$458,333.33	\$458,333.33	\$458,333.33	\$4,583,333.33
14	Maintenance and Enhancements - August 2014	08/29/2014	\$458,333.33	\$458,333.33	\$916,666.67	\$5,041,666.67
15	Maintenance and Enhancements - September 2014	09/30/2014	\$458,333.33	\$458,333.33	\$1,375,000.00	\$5,500,000.00

Page 1 of 4

New HEIGHTS Maintenance Page 44 of 46

STATE OF NEW HAMPSHIRE Department of Health and Human Services New HEIGHTS Maintenance CONTRACT 2013-009 Attachment B-1 NEW HEIGHTS MAINTENANCE PAYMENT SCHEDULE

Payment	Deliverable	Invoice	Payment	Total	St Fiscal	Fed Fiscal
No.	Description	Date	Amount	Payment	Yr Totals	Yr Totals
16	Maintenance and Enhancements - October 2014	10/31/2014	\$458,333.33	\$458,333.33	\$1,833,333.33	\$458,333.33
17	Maintenance and Enhancements - November 2014	11/28/2014	\$458,333.3	\$458,333.33	\$2,291,666.67	\$916,666.67
18	Maintenance and Enhancements - December 2014	12/31/2014	\$458,333.3	\$458,333.33	\$2,750,000.00	\$1,375,000.00
19	Maintenance and Enhancements - January 2015	01/30/2015	\$458,333.33	\$458,333.33	\$3,208,333.33	\$1,833,333.33
20	Maintenance and Enhancements - February 2015	02/27/2015	\$458,333.33	\$458,333.33	\$3,666,666.67	\$2,291,666.67
21	Maintenance and Enhancements - March 2015	03/31/2015	\$458,333.33	\$458,333.33	\$4,125,000.00	\$2,750,000.00
22	Maintenance and Enhancements - April 2015	04/30/2015	\$458,333.33	\$458,333.33	\$4,583,333.33	\$3,208,333.33
23	Maintenance and Enhancements - May 2015	05/29/2015	\$458,333.3	\$458,333.33	\$5,041,666.67	\$3,666,666.67
24	Maintenance and Enhancements - June 2015	06/30/2015	\$458,333.33	\$458,333.33	\$5,500,000.00	\$4,125,000.00
25	Maintenance and Enhancements - July 2015	07/31/2015	\$458,333.33	\$458,333.33	\$458,333.33	\$4,583,333.33
26	Maintenance and Enhancements - August 2015	08/31/2015	\$458,333.3	\$458,333.33	\$916,666.67	\$5,041,666.67
27	Maintenance and Enhancements - September 2015	09/30/2015	\$458,333.33	\$458,333.33	\$1,375,000.00	\$5,500,000.00
28	Maintenance and Enhancements - October 2015	10/30/2015	\$458,333.33	\$458,333.33	\$1,833,333.33	\$458,333.33
29	Maintenance and Enhancements - November 2015	11/30/2015	\$458,333.33	\$458,333.33	\$2,291,666.67	\$916,666.67
30	Maintenance and Enhancements - December 2015	12/31/2015	\$458,333.33	\$458,333.33	\$2,750,000.00	\$1,375,000.00

Page 2 of 4

New HEIGHTS Maintenance Page 45 of 46

STATE OF NEW HAMPSHIRE Department of Health and Human Services New HEIGHTS Maintenance CONTRACT 2013-009 Attachment B-1 NEW HEIGHTS MAINTENANCE PAYMENT SCHEDULE

Payment	Deliverable	Invoice	Payment	Total	St Fiscal	Fed Fiscal
No.	Description	Date	Amount	Payment	Yr Totals	Yr Totals
31	Maintenance and Enhancements - January 2016	01/29/2016	\$458,333.33	\$458,333.33	\$3,208,333.33	\$1,833,333.33
32	Maintenance and Enhancements - February 2016	02/29/2016	\$458,333.33	\$458,333.33	\$3,666,666.67	\$2,291,666.67
33	Maintenance and Enhancements - March 2016	03/31/2016	\$458,333.33	\$458,333.33	\$4,125,000.00	\$2,750,000.00
34	Maintenance and Enhancements - April 2016	04/29/2016	\$458,333.33	\$458,333.33	\$4,583,333.33	\$3,208,333.33
35	Maintenance and Enhancements - May 2016	05/31/2016	\$458,333.33	\$458,333.33	\$5,041,666.67	\$3,666,666.67
36	Maintenance and Enhancements - June 2016	06/30/2016	\$458,333.33	\$458,333.33	\$5,500,000.00	\$4,125,000.00
37	Maintenance and Enhancements - July 2016	07/29/2016	\$458,333.33	\$458,333.33	\$458,333.33	\$4,583,333.33
38	Maintenance and Enhancements - August 2016	08/31/2016	\$458,333.33	\$458,333.33	\$916,666.67	\$5,041,666.67
39	Maintenance and Enhancements - September 2016	09/30/2016	\$458,333.33	\$458,333.33	\$1,375,000.00	\$5,500,000.00
40	Maintenance and Enhancements - October 2016	10/31/2016	\$458,333.33	\$458,333.33	\$1,833,333.33	\$458,333.33
41	Maintenance and Enhancements - November 2016	11/30/2016	\$458,333.33	\$458,333.33	\$2,291,666.67	\$916,666.67
42	Maintenance and Enhancements - December 2016	12/30/2016	\$458,333.33	\$458,333.33	\$2,750,000.00	\$1,375,000.00
43	Maintenance and Enhancements - January 2017	01/31/2017	\$458,333.33	\$458,333.33	\$3,208,333.33	\$1,833,333.33
4.4	Maintenance and Enhancements - February 2017	02/28/2017	\$458,333.33	\$458,333.33	\$3,666,666.67	\$2,291,666.67
45	Maintenance and Enhancements - March 2017	03/31/2017	\$458,333.33	\$458,333.33	\$4,125,000.00	\$2,750,000.00

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Contractor Initial Date:

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STATE OF NEW HAMPSHIRE Department of Health and Human Services New HEIGHTS Maintenance CONTRACT 2013-009 Attachment B-1

Attachment B-1 NEW HEIGHTS MAINTENANCE PAYMENT SCHEDULE

Payment	Deliverable	Invoice	Payment	Total	St Fiscal	Fed Fiscal
No.	Description	Date	Amount	Payment	Yr Totals	Yr Totals
46	Maintenance and Enhancements - April 2017	04/28/2017	\$458,333.33	\$458,333.33	\$4,583,333.33	\$3,208,333.33
47	Maintenance and Enhancements - May 2017	05/31/2017	\$458,333.33	\$458,333.33	\$5,041,666.67	\$3,666,666.67
48	Maintenance and Enhancements - June 2017	06/30/2017	\$458,333.33	\$458,333.33	\$5,500,000.00	\$4,125,000.00
49	Maintenance and Enhancements - July 2017	07/31/2017	\$458,333.33	\$458,333.33	\$458,333.33	\$4,583,333.33
50	Maintenance and Enhancements - August 2017	08/31/2017	\$458,333.33	\$458,333.33	\$916,666.67	\$5,041,666.67
51	Maintenance and Enhancements - September 2017	09/29/2017	\$458,333.33	\$458,333.33	\$1,375,000.00	\$5,500,000.00
52	Maintenance and Enhancements - October 2017	10/31/2017	\$458,333.33	\$458,333.33	\$1,833,333.33	\$458,333.33
53	Maintenance and Enhancements - November 2017	11/30/2017	\$458,333.33	\$458,333.33	\$2,291,666.67	\$916,666.67
54	Maintenance and Enhancements - December 2017	12/29/2017	\$458,333.33	\$458,333.33	\$2,750,000.00	\$1,375,000.00
55	Maintenance and Enhancements - January 2018	01/31/2018	\$458,333.33	\$458,333.33	\$3,208,333.33	\$1,833,333.33
56	Maintenance and Enhancements - February 2018	02/28/2018	\$458,333.33	\$458,333.33	\$3,666,666.67	\$2,291,666.67
57	Maintenance and Enhancements - March 2018	03/30/2018	\$458,333.33	\$458,333.33	\$4,125,000.00	\$2,750,000.00
58	Maintenance and Enhancements - April 2018	04/30/2018	\$458,333.33	\$458,333.33	\$4,583,333.33	\$3,208,333.33
59	Maintenance and Enhancements - May 2018	05/31/2018	\$458,333.33	\$458,333.33	\$5,041,666.67	\$3,666,666.67
60	Maintenance and Enhancements - June 2018	06/29/2018	\$458,333.33	\$458,333.33	\$5,500,000.00	\$4,125,000.00
4 = 1		Grand Total:	\$27,500,000.20	\$27,500,000.20	\$27,500,000.00	\$27,500,000.00

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Contractor Initials:

Date: