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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Nancy L. Rollins
Associate Commissioner

October 4, 2013

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

100% Federal Funds

Requested Action

Authorize the Department of Health and Human Services, Division of Community Based Care Services to enter into a sole source retroactive agreement with Deloitte Consulting, LLP, 26-1 Market Place 2nd floor, Harrisburg, Pennsylvania to provide project management services related to the State Innovation Model (SIM) project, in an amount not to exceed \$364,000 effective September 1st, 2013, through December 31, 2013.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2014 upon 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:

05-95-49-4905-8877 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER-COMMUNITY BASED CARE SERVICES, STATE INNOVATION MODELS GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2014	102-500731	Contracts for Program Services	\$364,000.00

Explanation

The purpose of this sole source retroactive agreement is to purchase Project Management services for the State Innovation Model (SIM) project. To support the State Innovation Model Project, the State received a grant funded from the Centers for Medicare and Medicaid Services. The Department will use the grant funds to design a new State Health Care Innovation Model. It is intended that this new model will support the establishment of Phase II of the Medicaid managed care program, which will cover foster care children, dual eligible beneficiaries and long-term care for people with chronic conditions. This request is sole source because the contractor has successfully provided similar services for Medicaid Care Management. This request is retroactive due to delays in contract negotiations and clarifications by CMS.

The Department will focus its model design on individuals who are either in need of or at-risk for needing long-term support services. This population was chosen because:

1. This population has complex health needs that are served by multiple service delivery systems that struggle to coordinate care across those systems;
2. Multiple payers access these delivery systems with little commonality in their approach to care management, the role of consumers and measurement of outcomes; and
3. There is no current mechanism to look across the delivery systems and across the payers to measure the cost effectiveness of the provided services or to measure their performance in improving the health status and quality of life for the consumers they serve.

The broad goal of this project is to transform the current service payment model into a system that:

1. Empowers consumers to access services across the service delivery system "silos" and improves care and service coordination across those systems;
2. Aligns the payers for long term care support services around a common goals and outcomes; and
3. Employs a payment system that creates global accountability for cost effectiveness and outcomes.

Should the Governor and Executive Council determine to not authorize this contract, Project Management activities needed, as part of the SIM project would be significantly reduced.

The Department has detailed specific core activities in the contract from which the effectiveness of the contractor will be measured.

Sources of Funds: 100% Federal State Innovation Model Grant from Centers for Medicare and Medicaid Services.

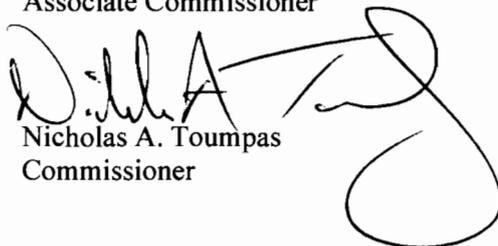
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

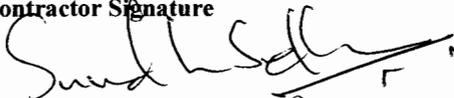
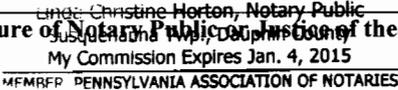
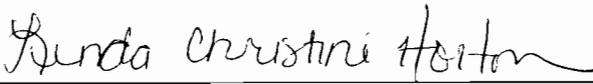
Subject: State Innovation Model design project management

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Deloitte Consulting LLP		1.4 Contractor Address 300 Corporate Center Drive Camp Hill, PA 17011	
1.5 Contractor Phone Number 717-651-6240	1.6 Account Number	1.7 Completion Date December 31, 2013	1.8 Price Limitation \$364,000.00
1.9 Contracting Officer for State Agency Nancy Rollins		1.10 State Agency Telephone Number	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sundhar Sekhar, Principal	
1.13 Acknowledgement: State of <u>PA</u> , County of <u>Dauphin</u> On <u>10/31/13</u> 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 block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public, Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Linda Christine Horton, Pennsylvania Notary			
1.14 State Agency Signature  For		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
Approval by the N.H. Department of Administration, Division of Personnel (if applicable) B Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4 Oct. 2013</u>			
1.18 Approval by the Governor and Executive Council By: On:			

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: 10/3/13



Exhibit B

Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, and in accordance with the SIM Grant requirements.

Payment structure

Contractor shall bill DHHS on the following deliverable schedule:

Deliverable Units	Price	Phase 1	October	November	December	January	total	Notes
Work Group Cycles	\$ 20,000	5	1	1	1		\$ 160,000	Each cycle consists of one meeting of each of the 8 work groups. Work performed includes agenda development, material preparation, work group facilitation and minute preparation
Stakeholder Meetings	\$ 8,000	4	1	1	1		\$ 56,000	Work performed for each stakeholder meeting includes agenda development, material preparation, work group facilitation and minute preparation
Straw person Development	\$ 10,000	2					\$ 20,000	Work performed for each straw person includes initial drafting of the straw person, facilitating discussions with DHHS staff to review the straw person, preparing the version to be presented to the Stakeholder Group and final preparation of the document after receiving Stakeholder Group input
Research and SME support	\$ 5,000	3	1	1	1		\$ 30,000	Work performed for this deliverable includes conducting external research on an as needed basis to support the development of the SIM design and presenting that research to DHHS and other Stakeholders
General Administrative Support	\$ 8,000	2	1	1	1	1	\$ 48,000	Work performed for this deliverable includes preparation of internal and external reports on project activities, project management of the SIM initiative and general administrative support for the project
Final Report Submission	\$ 50,000					1	\$ 50,000	Work performed for this deliverable includes the drafting of the final report, facilitating discussions with DHHS staff to review the final report, preparation of the version to be presented to the Stakeholder Group and preparation of the final version for CMS submission after incorporating the Stakeholder Group input
Total		\$ 183,000	\$ 41,000	\$ 41,000	\$ 41,000	\$ 58,000	\$ 364,000	

Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Division of Community Based Care Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

Contractor Initials [Signature]
Date 10/2/13



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.

13.3 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 two times the Fees paid by the State to the Contractor under this Agreement, 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. It is agreed that performance of the contract does not require disclosure of Protected Health Information.

13.5 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

[Handwritten Signature]

10/3/17



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.
 - 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 its 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.
- 4) 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.
- 5) 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.
- 6) 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.



8) Standard State Agreement Paragraph 8, Event of Default/Remedies, is deleted, and in place thereof is inserted:

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 a material failure to perform the Services in accordance with this Agreement;

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

8.1.3 a material 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 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.

Contractor Initials

Date 10/2/17



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.

LSX

10/5/12

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (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;
 - (3) 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;

Contractor Initials:
Date: 10/3/13

- (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect 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) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

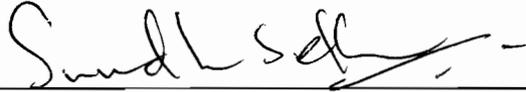
(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

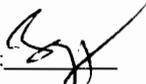
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Deloitte Consulting LLP From: 10/16/13 To: 1/31/14
 (Contractor Name) (Period Covered by this Certification)

Sundhar Sekhar, Principal
 (Name & Title of Authorized Contractor Representative)


 (Contractor Representative Signature) 10/31/13
 (Date)

Contractor Initials: 
 Date: 10/31/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: 10/16/13 through 1/31/14

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

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

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


(Contractor Representative Signature)

Sundhar Sekhar, Principal
(Authorized Contractor Representative Name & Title)

Deloitte Consulting LLP
(Contractor Name)

10/13/13
(Date)

Contractor Initials: 
Date: 10/13/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: 

Date: 

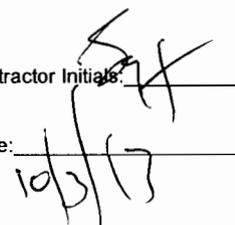
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (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.
- (2) 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).

Contractor Initials: _____

Date: _____

Handwritten signature and date: 10/3/13

LOWER TIER COVERED TRANSACTIONS

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.



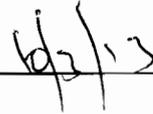
Sundhar Sekhar, Principal

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Deloitte Cosnulting LLP

(Contractor Name)



(Date)

Contractor Initials: 

Date: 

NH Department of Health and Human Services

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:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



Sundhar Sekhar, Principal

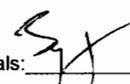
(Contractor Representative Signature)

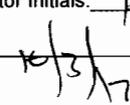
(Authorized Contractor Representative Name & Title)

Deloitte Consulting LLP

(Contractor Name)

10/3/13
(Date)

Contractor Initials: 

Date: 

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 Act of 1994.



(Contractor Representative Signature)

Sundhar Sekhar, Principal

(Authorized Contractor Representative Name & Title)

Deloitte Consulting LLP

(Contractor Name)

10/3/13

(Date)

Contractor Initials: SS

Date: 10/3/13

- k. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity pursuant to Business Associate's performance of the services under the Agreement.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" shall have the same meaning as the term "Unsecured Protected Health Information" in 45 CFR Section 164.402.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement or as otherwise permitted herein. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy Rule and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As Required by Law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity, if applicable.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party pursuant to (2)(b)(I) above, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without, to the extent permitted by law, 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, to the extent permitted by

Contractor Initials: RAH
 Date: 6/3/13

can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI and extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and contract provision #13, shall survive the termination of the Agreement.
- g. No Third Party Beneficiaries. Except as otherwise provided in paragraph 3(d), nothing contained in this Exhibit I is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of this Exhibit I.

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

State of New Hampshire,
Department of Health and Human Services

Deloitte Consulting LLP

Nancy L. Rollins

Sundhar Sekhar

Signature of Authorized Representative

Signature of Authorized Representative

Nancy L. Rollins

Sundhar Sekhar

Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner

Principal

Title of Authorized Representative

Title of Authorized Representative

Oct. 4, 2013

10/3/13

Date

Date

Contractor Initials: *SS*

Date: *10/3/13*

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

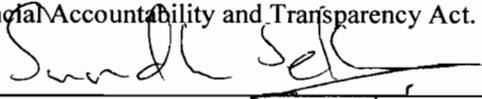
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - 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.

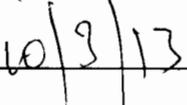
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

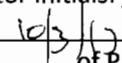
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

 Sundhar Sekhar, Principal

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Deloitte Consulting LLP 

(Contractor Name) (Date)

Contractor initials: 
 Date: 
 Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 00-256-3455

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: _____

Amount: _____

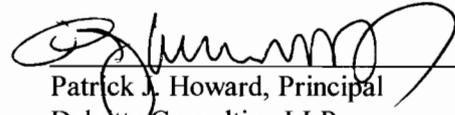
Contractor initials: [Signature]
Date: 10/3/13
Page # 1 of Page # 1

CERTIFICATE

I, Patrick J. Howard, Principal of Deloitte Consulting LLP, do hereby certify that:

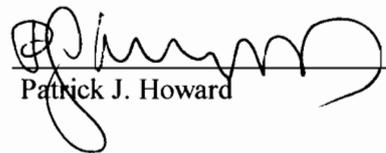
1. I am a Principal of Deloitte Consulting LLP, a Delaware limited partnership (“Deloitte Consulting”);
2. I maintain and have custody of a copy of the Memorandum of Agreement of Deloitte Consulting and a list of the Principals of Deloitte Consulting assigned to the Harrisburg, Pennsylvania Office;
3. 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;

9. The following persons, whose signatures appear below, have been duly appointed or assigned to and now occupy the positions indicated below in Deloitte Consulting:


Patrick J. Howard, Principal
Deloitte Consulting LLP
Harrisburg Office


Sundhar Sekhar, Principal
Deloitte Consulting LLP
Harrisburg Office

10. IN WITNESS WHEREOF, I have hereunto set my hand as Principal of the Partnership this 3RD day of October, 2013.


Patrick J. Howard

PENNSYLVANIA

COUNTY OF DAUPHIN

On this 3RD day of October, 2013, before me, Linda Christine Horton, the undersigned officer, personally appeared Patrick J. Howard 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:
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

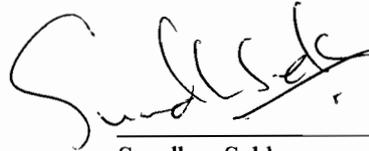
Jan. 4th, 2015 Linda Christine Horton
Notary Republic

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 Harrisburg, 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 this 3RD day of October, 2013.



Sundhar Sekhar

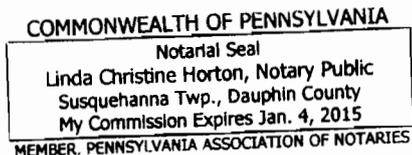
PENNSYLVANIA

COUNTY OF DAUPHIN

On this 3RD day of October, 2013, before me, Linda Christine Horton the undersigned officer, personally 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: Jan 4th, 2015 Linda Christine Horton
Notary Republic



100

100

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 20th day of September, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2013

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

COVERAGES	CERTIFICATE NUMBER: NYC-005362029-09	REVISION NUMBER: 7
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		GL 5361561	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CA 3611887 "Auto Physical Damage" "\$500 DEDUCTIBLE COMP/COLL"	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		20562120	06/01/2013	06/01/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 039901223 (AOS)	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WC 039901224 (CA)	06/01/2013	06/01/2014	E.L. EACH ACCIDENT \$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 039901226 (AK,AZ,GA,VA)	06/01/2013	06/01/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C			WC 039901227 (NJ,PA)	06/01/2013	06/01/2014	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	WORKER'S COMP		WC 039901228 (IL,KY,NC,NH,UT,VT)	06/01/2013	06/01/2014	
C	WORKER'S COMP		WC 039901229 (MA,ND,OH,WA,WI)	06/01/2013	06/01/2014	

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 STATE OF NEW HAMPSHIRE DEPT. OF HEALTH & HUMAN SERVICES OFFICE OF COMMISSIONER 129 PLEASANT STREET CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Nancy Bartolino <i>Nancy Bartolino</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED Deloitte LLP Deloitte & Touche LLP Deloitte Consulting LLP Deloitte Tax LLP, Deloitte Financial Advisory Services LLP Ten Westport Road Wilton, CT 06897-0820	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKER'S COMP (CONTD)

CARRIER: ILLINOIS NATIONAL INSURANCE CO.

POLICY NO: 039901225 (FL)

POLICY TERM: 6/1/13 - 6/1/14