



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF INFORMATION SERVICES

129 PLEASANT STREET, CONCORD, New Hampshire New Hampshire 03301-3857
603-271-8160 1-800-852-3345 Ext. 8160
Fax: 271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Nicholas A. Toumpas
Commissioner

William L. Baggeroer
Chief Information
Officer/Director

December 14, 2012

SOLE SOURCE

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

REQUESTED ACTION

90% FED 10% GEN

Authorize the Department of Health and Human Services, Office of Information Services, to enter into a sole source amendment (Amendment 6) to an existing contract (Purchase Order # 1018352) with Cognosante, LLC (Vendor #223062) (formerly FOX Systems, LLC), 6263 North Scottsdale Road, Suite 200, Scottsdale, AZ 85250, for continuation of quality assurance services and expansion of the scope of services in compliance with the Centers for Medicare and Medicaid Services regulations related to the State's Medicaid Management Information System project by increasing the price limitation by \$2,663,798 from \$9,606,677 to a new amount not to exceed \$12,270,475 and by extending the completion date from December 31, 2013, to December 31, 2014, effective December 19, 2012, or upon Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original contract on December 1, 2004 (Late Item #E), Amendment 1 on December 12, 2006 (Item #119A), Amendment 2 on December 11, 2007 (Item #60), Amendment 3 on December 18, 2008 (Item #57), Amendment 4 on June 23, 2010 (Item #95) and Amendment 5 on April 18, 2012 (Item #57). Funds are available in State Fiscal Year 2013 and are anticipated to be available in State Fiscal Years 2014 and 2015 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts between State Fiscal Years if needed and justified.

05-95-95-954010-5952 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS:COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES

Table with columns: State Fiscal Year, Class Object, Class Title, Current Modified, Increase/ (Decrease), Revised Modified Budget. Rows include SFY 2005, SFY 2006, and SFY 2007 for Class Object 102/500731 and Class Title Contracts for Program Services.

<u>State Fiscal Year</u>	<u>Class Object</u>	<u>Class Title</u>	<u>Current Modified</u>	<u>Increase/</u>	<u>Revised</u>
			<u>Budget</u>	<u>(Decrease)</u>	<u>Modified Budget</u>
SFY 2008	102/500731	Contracts for Program Services	\$759,163.00	\$0.00	\$759,163.00
SFY 2009	102/500731	Contracts for Program Services	\$605,802.00	\$0.00	\$605,802.00
SFY 2010	102/500731	Contracts for Program Services	\$470,260.00	\$0.00	\$470,260.00
SFY 2011	102/500731	Contracts for Program Services	\$638,313.00	\$0.00	\$638,313.00
SFY 2012	102/500731	Contracts for Program Services	\$1,897,119.00	\$0.00	\$1,897,119.00
SFY 2013	102/500731	Contracts for Program Services	\$3,210,487.00	(\$3,210,487.00)	\$0.00
SFY 2014	102/500731	Contracts for Program Services	\$252,713.00	\$2,003,960.00	\$2,256,673.00
SFY 2015	102/500731	Contracts for Program Services	\$0.00	\$333,346.00	\$333,346.00
Sub Total			\$9,606,677.00	(\$873,181.00)	\$8,733,496.00

**05-95-95-956010-6147 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC,
HHS:COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, PROVIDER PAYMENTS**

<u>State Fiscal Year</u>	<u>Class Object</u>	<u>Class Title</u>	<u>Current Modified</u>	<u>Increase/</u>	<u>Revised</u>
			<u>Budget</u>	<u>(Decrease)</u>	<u>Modified Budget</u>
SFY 2013	101/500729	Medical Payments to Provider	\$0.00	\$3,536,979.00	\$3,536,979.00
Sub Total			\$0.00	\$3,536,979.00	\$3,536,979.00
Total			\$9,606,677.00	\$2,663,798.00	\$12,270,475.00

EXPLANATION

This amendment is identified as sole source. The quality assurance services included in this amendment are a continuation of the services procured under the original contract that was competitively bid. Cognosante, LLC has been involved in this major systems initiative from its onset. The vendor has provided oversight of the detailed system design and the current testing phase. They have developed an integral understanding of the New Hampshire Medicaid Management Information System and are in a unique position to continue in their support of this effort and are the most practical alternative for ensuring uninterrupted, informed support to the Medicaid Management Information System; including the expanded scope of services included in this amendment. See The Bid Summary is attached.

The purpose of this request is to continue the provision of quality assurance services provided by Cognosante, LLC through December 31, 2014, in support of the Department's implementation of a new Medicaid Management Information System and to expand the scope of services to include additional resources for user acceptance testing, dedicated support for preparation and review of the post-implementation federal certification requirements and for project monitoring and reporting.

The Medicaid Management Information System, including its Medicaid claims adjudication and payment functions, is a critical system for the Department of Health and Human Services. The Medicaid Management Information System processes over \$900 million in payments to over 5,000 actively billing and enrolled New Hampshire Medicaid providers annually. These services are provided to eligible recipients under the New Hampshire Medicaid program. The New Hampshire Medicaid Management Information System is the Department's primary system for administering and managing costs for the New Hampshire Medicaid program.

It is vitally important that the new Medicaid Management Information System is able to perform all of its required functions, and to perform them with integrity. The new Medicaid Management Information System must be secure, stable, accurate, and efficient. It must be able to store eligibility data for the current annual New Hampshire Medicaid population of approximately 130,000, enrolled provider data for approximately 19,000 providers, and 7 years of claims payment history. It must be able to receive over 6 million paper and electronic claims from providers, process those claims against the available data, execute applicable edits, and determine the appropriate payment. The System must be able to generate reliable reports, avoid costs where other insurance for a member exists, and identify potentially fraudulent provider billing practices for further investigation.

The new New Hampshire Medicaid Management Information System will replace the existing 18-year-old legacy Medicaid Management Information System. On April 18, 2012 (Item #57) the Governor and Executive Council approved Amendment #5 to extend the agreement for up to 18 months, through December 31, 2013. That Amendment also revised the project schedule for design, development and implementation of System and expanded the scope of services.

This amendment (Amendment 6):

- re-aligns the schedule of quality assurance services with a revised project schedule for design, development and implementation of the New Hampshire Medicaid Management Information System, including the extension of the contract completion date for up to 12 months, from December 31, 2013, to deployment on April 1, 2013, and through December 31, 2014, for post-deployment certification and the testing of both federal and state mandated enhancements;
- provides the Department, at its sole discretion, the option to terminate the contract as early as December 31, 2013, by providing the contractor with 30 calendar days advance written notice. It also allows the State to reduce the level of Cognosante staffing for testing and certification activities after December 31, 2013, by providing 30 calendar days advanced notice;
- expands the scope of services to provide for additional user acceptance and end-to-end testing services through the duration of design and development, and implementation of the System during which all system processes will be executed multiple times in a coordinated manner to replicate daily, weekly, monthly, quarterly, and annual cycle processing; and

- expands the scope of services to provide for dedicated support for coordination of CMS Certification preparation activities including early collection of operations and system artifacts and readiness review. These activities must take place just prior to system go-live, during which time State project resources must focus on implementation and operations transition issues, and continue after implementation in preparation for actual CMS certification. These services will help support federal certification of the Medicaid Management Information System that will entitle the Department to an enhanced rate of Federal Financial Participation (FFP) for Medicaid Management Information System operations.

The significant progress realized to date on the New Hampshire Medicaid Management Information System Project is due in part to the consistent quality assurance support provided by Cognosante. This amendment will enable the Department to retain the expertise of those Cognosante's staff who have developed an in-depth understanding of the overall New Hampshire Medicaid Management Information System design, development and implementation effort. Along with the State project team, Cognosante staff will continue to monitor, verify, and validate implementation contractor deliverables and execute tests, to help ensure that the new system meets the requirements and processes claims payment with integrity.

Should the Governor and Executive Council determine to not approve this Request, the Department would experience a gap in quality assurance services and increased risk to the project, that would jeopardize the integrity of the new Medicaid Management Information System implementation. Because the Centers for Medicare and Medicaid Services requires a quality assurance vendor, a determination to not approve this Request would result in loss of federal funding for the new system.

Federal funding for this agreement is pending the Centers for Medicare and Medicaid Services approval of an upcoming amendment to the Department's Implementation Advanced Planning Document.

Source of Funds: 90% federal funds and 10% general funds.

Area served: Statewide.

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

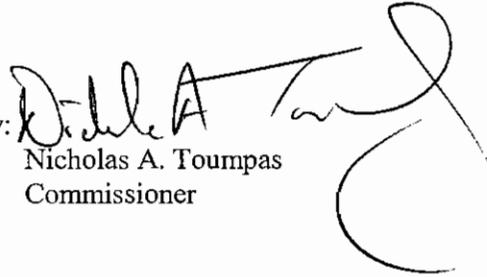
Respectfully submitted,



William L. Baggeroer
Chief Information Officer/
Director

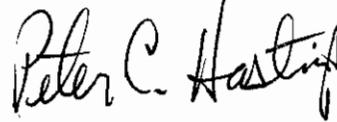
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
December 14, 2012
Page 5

Approved by:

A handwritten signature in black ink, appearing to read "Nicholas A. Toumpas". The signature is fluid and cursive, with a large loop at the end.

Nicholas A. Toumpas
Commissioner

Peter Hastings
Acting Commissioner
Department of Information Technology

A handwritten signature in black ink, appearing to read "Peter C. Hastings". The signature is cursive and somewhat stylized.

Attachment A: Bidder's List1

Company	Letter of Intent *	Submitted Bid	Total Score	Proposed Price	Final Price
BDMP	Yes				
Compass	Yes				
Deloitte	Yes	Yes	52.75	\$4,184,661	
FOX Systems, Inc.		Yes	81.25	\$3,530,240	\$2,977,995
Maximus	Yes	Yes	69.75	\$1,989,597	
S3 Technologies	Yes				



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Acting Commissioner

December 13, 2012

Nicholas A. 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 to amend a contract with Cognosante, LLC (formerly FOX Systems, Inc.) as described below and referenced as DoIT No. 2005-002F.

This contract amendment extends the services of Cognosante, LLC to allow them to continue to perform a variety of quality assurance services during the implementation and deployment of the new NH Medicaid Management Information System. The expiration date of the current contract is extended from December 31, 2012 through December 31, 2014. Funding for this contract is increased by \$2,663,799, from \$9,606,676 to a new amount not to exceed \$12,270,475.

The MMIS Quality Assurance Services project is set forth in the New Hampshire Information Technology Plan 2005-2009 dated October 21, 2005, as Appendix VI: *Key Projects to be Undertaken in Fiscal Years 2006/07 by State Agency*, Project 75: OMPB/MMIS, MMIS Reprocurement.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Peter C. Hastings

PCH/ltn
RFP 2005-002

cc: Leslie Mason, DoIT
Brian Earp, DHHS

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 Cognosante, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on May 11, 2010. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of November, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire
Department of Health and Human Services
Amendment 6 to the Cognosante, LLC Contract

This 6th Amendment to the Cognosante, LLC (formerly FOX Systems, LLC and FOX Systems, Inc.) contract (hereinafter referred to as "Amendment 6") dated this 7th day of December 2012, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Cognosante, LLC, (hereinafter referred to as "Cognosante" or "the Contractor"), a limited liability company with a place of business at 6263 North Scottsdale Road – Suite 200, Scottsdale, Arizona.

Whereas FOX Systems, LLC legally changed its legal name to Cognosante, LLC effective August 4, 2011, all rights and obligations of the parties under the contract referenced above are unaffected by the change in name, corporate structure or parent company.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 1, 2004, and amended by an agreement (Amendment 1 to the Contract) approved on December 12, 2006, an agreement (Amendment 2 to the Contract) approved on December 11, 2007, an agreement (Amendment 3 to the Contract) approved on December 12, 2008, an agreement (Amendment 4 to the Contract) approved on June 23, 2010 and an agreement (Amendment 5 to the Contract) approved on March 21, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract and its Amendments, Amendment 1, Amendment 2, Amendment 3, Amendment 4, and Amendment 5, as referenced above.
2. The General Provisions Form P-37 are hereby amended as follows:
 - 2.1. Block 1.6, Completion Date, is changed from "December 31, 2013" to "December 31, 2014."
 - 2.2. Block 1.8, Price Limitation, is increased by \$2,663,798 from "\$9,606,677" to "\$12,270,475."
 - 2.3. Block 1.12, Name & Title of Contractor Signor, is changed from "Sean Gallagher, Senior Vice President and General Counsel; Telephone Number 480-423-8184" to "Tom Stepka, Executive Vice President and Chief Operating Officer, Telephone Number 480-423-8184."
 - 2.4. Block 3.1, Effective Date, is amended by the addition of the following sentence:
Amendment 1 is effective on December 12, 2006, Amendment 2 is effective on December 11, 2007 Amendment 3 is effective on December 18, 2008, Amendment 4 is effective on June 23, 2010, Amendment 5 is effective on March 28, 2012 and Amendment 6 is effective

on December 19, 2012 or date of Governor and Executive Council approval, whichever date is later.

3. The provisions of Exhibit A, Scope of Services are hereby amended as follows: The Contract Period September 1, 2004 through December 31, 2014, includes the option for early termination, exercisable at the sole discretion of the Commissioner of the Department of Health and Human Services anytime after December 31, 2013 with 30 calendar days advance written notice to the Contractor.
4. The provisions of Exhibit A: Scope of Services, Section 4.1 Period of Performance, are hereby modified as of the Effective Date as follows: The Contract shall take effect after full execution of the parties including, but not limited to, Governor and Executive Council approval. This Amendment 6 is effective upon the date of Governor and Executive Council approval or December 19, 2012, whichever date is later. It shall remain in effect through December 31, 2014 unless otherwise amended or terminated in accordance with this Contract.
5. Exhibit B is amended to increase the Contract price by an amount not to exceed \$2,663,798 to a total Contract price of \$12,270,475.
6. The provisions relative to Exhibit A Scope of Services Project Staff Table are amended by replacing them with the following:

Amendment 6 Table 7.2-1: Project Staff

Name	Title
Ken Dybevik	Program Director/Client Executive
Peter Wall	* Project Manager
Eddie Vega	* Business Analyst/Quality Assurance Lead
Lynda Bowen	* Senior Testing Analyst
Margaret Patterson	Business/Testing Analyst
Peggy Billhartz	Business/Testing Analyst
Jacob Thomas	Testing Analyst
Ronda Harris	Senior Business Analyst
Tamera Damon	Senior Business Analyst
Mark Ray	Senior Business Analyst
Susan Fox	Technical Advisory Group (TAG)
James Joyce	Technical Advisory Group (TAG)

7. The provisions relative to Exhibit A, Scope of Services Section 11, the Dispute Resolution Responsibility and Schedule Table, are amended by replacing them with the following:

Amendment 6 Table 11-1: Dispute Resolution Responsibility and Schedule Table

Level	Cognosante, LLC	DHHS	Cumulative Allotted Time
Primary	Peter Wall Project Manager	Grant Beckman, MMIS QA Contract Administrator	5 Business Days
First	Ken Dybevik Program Director/Client Executive	Diane Delisle MMIS Director	10 Business Days
Second	Jim Joyce Senior Vice President (MMS)	William Baggeroer OIS Director	15 Business Days

Level	Cognosante, LLC	DHHS	Cumulative Allotted Time
Third	Susan Fox President	Nicholas A. Toumpas Commissioner	20 Business Days

8. The provisions relative to Exhibit A, Scope of Services, Section 12 Table 12-1 QA Services Deliverables and Schedule are amended by replacing the table with Amendment 6 Table 12-1:QA Services Deliverables and Schedule below:

Amendment 6 Table 12-1: *QA Services Deliverables and Schedule*

Number	Description	Date
1. Project Monitoring – Produce and distribute deliverables including, but not limited to:		
1.1	Overall Finalized QA Plan	Within five (5) business days after contract approved and notice to proceed issued
1.1.1	Review Sessions and Meetings: <ul style="list-style-type: none"> • Kickoff • Weekly Status Meetings • Other Meetings 	Kickoff-five (5) business days after project start. Weekly Status meeting
1.1.2	Publish session and meeting minutes and revised Project Plans	Must be done within two (2) business days after each meeting
1.1.3	Produce monthly Project Status Reports	First business day of the month, beginning January 2, 2005
1.1.4	Produce Monthly Project Risk Management Reports	First business day of the month, beginning January 2, 2005
1.2	Publish QA Work Plan and Schedule	Updated weekly, as required
1.3	Integrate QA Work Plan and Implementation Project Work Plan	Complete monthly starting February 1, 2006
1.4	Create Project Communication Plan	Within 30 days of project start
1.5	Create a Documentation plan for the Project	Within 30 days of project start
1.6	Create Paper Work and Electronic Media Control Procedures	Within 30 days of project start
1.7	DDI Deliverable Review and Approval Process	February 15, 2005
1.8	Establish process for review and approval of software development results	February 15, 2005
1.9	Create Expenditure Control Plan	Within 30 days of project start
1.11	Implementation Control Guidelines Plan	Done in conjunction with the MMIS Vendor
1.13	Establish a Project Scope Management and Change Control Plan	February 1, 2005
2. Pre-DDI QA – Produce and distribute the deliverables		
2.1	Business Rules Gap Analysis and Recommendations for new and/or modified Medicaid policy/rules	August 15, 2005
2.2	Create Business Rules Matrix	August 15, 2005
2.3 p.1	Report detailing provider billing manuals, bulletins, and claims resolution manuals	Removed from initial contract
2.3 p. 2	Comprehensive analysis report of provider	September 15, 2005

Number	Description	Date
	reimbursement methods, benefit levels, eligibility levels and program integrity requirements.	
2.4	Embedded MMIS Code and Business Logic Analysis Logic	July 20, 2005
2.5	MMIS Eligibility Conversion Strategy Analysis	June 30, 2005
2.6	Business Processing Reengineering Recommendation Report	October 3, 2005
2.7	Report Specifications Analysis	August 3, 2005
3. DDI QA – Produce and distribute the deliverables		
3.1	<p>Report on the following Implementation Vendor Deliverables, deliverables can be moved between project phases based on the Implementation Vendor’s work plan:</p> <ul style="list-style-type: none"> • Project Management Plan • Detailed Project Work Plan • Problem Control and Change Management Plan • Project Communication Plan • Quality Assurance Plan • Issues Tracking and Resolution • Requirements Validation Specification • Requirements Traceability Matrix • General System Design • Revised General System Design • Attend/Participate in DSD sessions for four months per State approved DSD calendar. • Detailed System Design (23 Chapters) • Test Environment Preparation • Integration and System Test Scripts (as requested by the State) • MMIS Implementation Plan • Finalized System Test Plan • Finalized Contingency Plan • Finalized Conversion Plan • X12N EDI Companion Guides • Revised Detailed System Design (3 Groups) • Finalized Training Plan • Preliminary Operations Plan • Finalized Operations Plan 	<p>Analysis reports of Implementation Vendor final deliverables due five (5) business days after receipt from the Implementation Vendor.</p> <p>The State expects Cognosante to conduct iterative reviews prior to receipt of the final Implementation Vendor deliverable Cognosante must document all iterative review steps and activities leading up to the final deliverable document.</p>

Number	Description	Date
	<ul style="list-style-type: none"> • Training Materials/Manuals • Preliminary Provider Reenrollment Plan • Preliminary Training Materials and Manuals – Provider • Provider Re-Enroll UAT • Final Training Materials & Manuals Provider Re-Enrollment • Provider Re-Enrollment Operational Readiness Test Plan • Acceptance Test Plan • Acceptance Test Resolutions Document • Acceptance Test Tracking System • Operational Readiness Report • MMIS Systems Documentation • Corrective Action Plan (full MMIS) • Finalized CMS Certification Process Plan • Certification Manuals including 1st run reports 	
3.2	Requirements Traceability Matrix Report	Initial RTM report due January 15, 2006, thereafter updates at specific intervals to include but not limited to: Requirements Validation, General System Design, Detail System Design, UAT, and Operational Plan.
3.3	JAD session Reports	Five (5) business days after both General System Design, and Detail System Design.
3.4	Technical Review Report	Five (5) business days after both General System Design, and Detail System Design
3.5	QA Test Plan	September 30, 2009
3.6	Integration and System Testing and Reporting	Five (5) business days after completion of the SIT for PE and MMIS
3.7	User Acceptance Test Cases and Scripts	Twenty (20) business days prior to the start of PE and MMIS UAT testing.
3.8	User Acceptance Testing	Testing along with a monthly UAT Summary Report monthly during the PE UAT and six (6) months of MMIS UAT.
3.9	Issues Tracking Report	Weekly during State PE and MMIS UAT.
3.10	User Acceptance Testing Report	Monthly UAT Status reports during UAT Phase.
3.11	User and Provider Training Readiness Reports	Removed
3.12	Provider Readiness Assessment – Documentation and Communication	Removed

Number	Description	Date
3.13	Provider Readiness Report	Two reports: First is 14 days prior to scheduled PE Implementation and the Second is 14 days prior to MMIS Implementation.
3.14	Operational Readiness Report	Two reports: First is 14 days prior to scheduled PE Implementation and the Second is 14 days prior to MMIS Implementation.
3.15	Implementation Readiness Report	Two reports: First is 14 days prior to scheduled PE Implementation and the Second is 14 days prior to MMIS Implementation.
3.16	Security Plan Report	Removed from original contract
3.17	Implementation Close Out Report	30 days after implementation
3.18	Certification Traceability Matrix	3 months after the start of UAT
3.19	Contingent Testing Support	During MMIS UAT Phase
3.20	SIT and UAT - MMIS and Enhancements	Supplemental Testing support during MMIS UAT Phase and during post implementation Enhancements Phase
3.21	Testing Optional Support	Optional testing support during MMIS UAT Phase and during post implementation Enhancements Phase
4. Post-DDI QA		
4.1	MMIS Federal Certification Plan	1 month prior to MMIS implementation
4.2	Certification Readiness Report	6 months after MMIS implementation
4.3	Certification Plan Review Report	3 to 6 months after MMIS implementation
4.4	Certification Letter	1 month after Certification Readiness Report
4.5	Project Close Out Report	3 months after MMIS implementation
4.6	Certification Support	During the 15 months after MMIS implementation
5010 QA		
5.1	5010 Status Report	During the 9 months prior to MMIS implementation
5.2	Review 5010 Deliverables	During the 9 months prior to MMIS implementation
5.3	5010 Testing Support	During the 9 months prior to MMIS implementation

9. The provisions relative to Exhibit B, Contract Period are amended by replacing them with the following:

9.1. Contract Period: September 1, 2004 through December 31, 2014

10. The provisions relative to Exhibit B, Funding of Contract are amended by replacing them with the following:

10.1. Funding of Contract Section C: The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of the Medicaid Management Information System Quality Assurance services during the period September 1, 2004 through December 31, 2014, shall not exceed \$12,270,475 in accordance with the project budget identified in Amendment 6 Exhibit B-1, Budget attached hereto.

11. The provisions relative to Exhibit B, Budget by Phase Table B-1b are amended by replacing them with the following:

Amendment 6 Table B-1b: Budget by Phase

Project Phase	Budget
Project Monitoring	\$3,375,107
Pre-DDI QA	\$407,036
DDI QA	\$6,618,316
DDI Contingency	\$655,680
Post DDI	\$974,559
DDI 5010 QA	\$239,776
TOTAL	\$12,270,475

12. The provisions relative to Exhibit B-1: Budget are amended by replacing them with the following Exhibit B-1: Budget and the addition of Table B-1c: QA Services Staffing Levels. With 30 days written notice to the Contractor, the Department may change the level of staffing support for QA Services 3.20, 3.21, and 4.6 within the staffing levels for services as shown in Table B-1c.

Amendment 6 Table B-1c: QA Services Staffing Levels

Task	Staffing Level	SFY 2013	SFY 2014
		Monthly Budget	Monthly Budget
3.20 SIT and UAT - MMIS and Enhancements	5	\$134,400	\$137,760
	4	\$107,520	\$110,208
	3	\$80,640	\$82,656
	2	\$53,760	\$55,104
	1	\$26,880	\$27,552
	0	\$0	\$0
3.21 Testing Optional Support	2	\$53,760.00	\$55,104.00
	1	\$26,880.00	\$27,552.00
	0	\$0	\$0
4.6 Certification Support	2	\$55,440	\$56,784.00
	1	\$27,720	\$28,392.00
	0	\$0	\$0

Amendment 6 Exhibit B-1 Budget Page 2 of 2

DDI/QA	Report on Implementation Vendor Deliverables	\$ 1,444,000	\$(119,211)	\$ 1,324,789	\$ 83,741	\$ 201,956	\$ 427,636	\$ 214,015	\$ 17,142	\$ 41,366	\$ 338,933	\$ -	\$ -	\$ 1,324,789
3.1	(see Exhibit B-1a)	\$ 88,921	-	\$ 88,921	\$ 32,634	\$ 16,807		\$ 39,480						\$ 88,921
3.2	Requirements Traceability Matrix Report	\$ 72,222	-	\$ 72,222	\$ 72,222									\$ 72,222
3.3	JAD session Report	\$ 92,052	-	\$ 92,052		\$ 46,026	\$ 46,026							\$ 92,052
3.4	Technical Review Report	\$ 68,839	-	\$ 68,839				\$ 13,445	\$ 55,394					\$ 68,839
3.5	QA Test Plan	\$ 1,333,978	-	\$ 1,333,978				\$ 94,868	\$ 1,239,110					\$ 1,333,978
3.6	Integration and System Testing Report	\$ 387,521	-	\$ 387,521		\$ 139,067	\$ 139,067	\$ 64,597	\$ 139,067	\$ 97,730	\$ 139,067			\$ 387,521
3.7	User Acceptance Test Cases and Scripts	\$ 545,981	-	\$ 545,981				\$ 44,800		\$ 97,780	\$ 448,201			\$ 545,981
3.8	User Acceptance Testing	\$ -	-	\$ -										\$ -
3.9	Issue Tracking Report	\$ 72,859	\$ 36,430	\$ 109,289							\$ 109,289			\$ 109,289
3.10	User Acceptance Testing Report													
3.11	User and Provider Training Readiness Reports - removed as requirement													
3.12	Provider Readiness Assessment-Documentation and Communication - removed as requirement													
3.13	Provider Readiness Report	\$ 46,458	-	\$ 46,458						\$ 16,255	\$ 28,204			\$ 46,458
3.14	Operational Readiness Report	\$ 40,678	-	\$ 40,678						\$ 15,964	\$ 24,695			\$ 40,678
3.15	Implementation Readiness Report	\$ 44,894	-	\$ 44,894						\$ 17,640	\$ 27,254			\$ 44,894
3.16	Security Plan Report - removed as requirement													
3.17	Implementation Close Out Report	\$ 85,830	-	\$ 85,830							\$ 85,830			\$ 85,830
3.18	Certification Traceability Matrix	\$ 102,816	-	\$ 102,816							\$ 102,816			\$ 102,816
3.19	Contingent Testing Support	\$ 314,496	-	\$ 314,496							\$ 314,496			\$ 314,496
3.20	SIT and UAT - MMS and Enhancements	\$ -	\$ 1,632,960	\$ 1,632,960							\$ 806,400	\$ 826,560		\$ 1,632,960
3.21	Testing Optional Support	\$ -	\$ 326,592	\$ 326,592							\$ 161,280	\$ 165,312		\$ 326,592
Subtotal		\$ 4,741,546	\$ 1,876,771	\$ 6,618,316	\$ -	\$ 166,597	\$ 264,789	\$ 473,662	\$ 311,740	\$ 167,404	\$ 326,397	\$ 1,307,392	\$ 997,872	\$ 6,618,316
DDI/QA Contingency Option														
Amendment 6 Monthly Fixed Price Value - Max time frame vs 3 months (Supplements Tasks 1.x, 3.8, 3.10, 3.20, 3.21, 4.2, 4.6, 5.x)		\$ 644,669	\$ 11,011	\$ 655,680								\$ 322,335	\$ 333,346	\$ 655,680
POSE/DI/QA														
4.1	MMS Federal Certification Plan	\$ 100,114	-	\$ 100,114							\$ 100,114			\$ 100,114
4.2	Certification Readiness Report	\$ 85,961	-	\$ 85,961							\$ 85,961			\$ 85,961
4.3	Certification Plan Review Report	\$ 57,597	-	\$ 57,597							\$ 57,597			\$ 57,597
4.4	Certification Letter	\$ 35,979	-	\$ 35,979							\$ 35,979			\$ 35,979
4.5	Project Close Out Report	\$ 15,517	-	\$ 15,517							\$ 15,517			\$ 15,517
4.6	Certification Support	\$ 251,496	\$ 427,896	\$ 679,392							\$ 83,100	\$ 596,232		\$ 679,392
Subtotal		\$ 546,663	\$ 427,896	\$ 974,559	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 326,831	\$ 647,728	\$ -	\$ 974,559
AMT/HS-5010/QA														
5.1	Status Report	\$ 16,520	-	\$ 16,520							\$ 5,320	\$ 11,200		\$ 16,520
5.2	Review 5010 Deliverables	\$ 21,240	-	\$ 21,240							\$ 6,840	\$ 14,400		\$ 21,240
5.3	5010 Testing Support	\$ 202,016	-	\$ 202,016							\$ 65,056	\$ 136,960		\$ 202,016
Subtotal		\$ 239,776	\$ -	\$ 239,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,216	\$ 162,560	\$ -	\$ -	\$ 239,776
Project Total		\$ 9,606,677	\$ 2,663,798	\$ 12,270,475	\$ 426,820	\$ 818,733	\$ 759,163	\$ 605,002	\$ 470,260	\$ 1,727,697	\$ 3,536,979	\$ 2,426,094	\$ 333,346	\$ 12,270,475

Contractor Initials: 
 Date: 12-7-12

13. The parties agree that, upon mutual consent of the parties, resources associated with specific deliverables and/or the payment time frames identified in Exhibit B-1 Budget may be reallocated to other deliverables identified in this exhibit as necessary to support changes in the design, development and implementation schedule of the Medicaid Management Information System project. Any such reallocation of resources shall not increase the overall price limitation or extend the Completion Date of the Contract.
14. The provisions relative to Exhibit B-2 Holdback are amended by replacing it with "Amendment 6, Exhibit B-2: Holdback," as follows:

Amendment 6 Exhibit B-2: Holdback

<i>Task</i>	<i>Holdback Amount</i>	<i>Holdback Percentage</i>
Project Monitoring Phase 1 – Project inception through 12/31/08	\$201,414	15%
Project Monitoring Phase 2 – 1/1/09 through 12/31/09	\$44,760	15%
Project Monitoring Phase 3 – 01/01/2010 through 06/30/2011	\$69,836	15%
Project Monitoring Phase 4 – 7/1/11 through 3/31/12	\$35,608	15%
Project Monitoring Phase 5 – 4/1/12 through 6/30/13	\$85,023	15%
Project Monitoring Phase 6 – 7/1/13 through 12/31/13	\$34,812	15%
Project Monitoring Phase 7 – 1/1/14 through 6/30/14	\$34,812	15%
Pre-DDI QA	\$61,055	15%
DDI Phase	\$771,391	15%
DDI Enhancement Phase - post 3/31/13	\$221,357	15%
DDI Contingency	\$98,352	15%
Post DDI	\$98,352	15%
DDI 5010 QA	\$35,966	15%
Project Total	\$1,840,570	15%

15. The provisions relative to Exhibit B Table B-4 *Future IT Services* are amended by replacing it with Amendment 6 Exhibit B Table B-4 *Future IT Services* as follows:

Amendment 6 Exhibit B Table B-4 Future IT Services

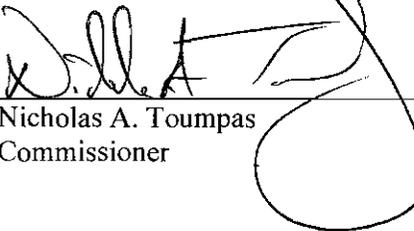
Service Position Title	SFY 2006	SFY 2007	SFY 2008	SFY 2009	SFY 2010	SFY 2011	SFY 2012	SFY 2013	SFY 2014	SFY 2015
Client Executive	\$154	\$158	\$162	\$166	\$170	\$175	\$175	\$195	\$200	\$206
Project Manager	\$139	\$142	\$146	\$150	\$154	\$158	\$158	\$170	\$170	\$175
Medicaid Policy Expert	\$134	\$137	\$141	\$144	\$148	\$152	\$152	\$155	\$159	\$164
Quality Assurance Lead	\$134	\$137	\$141	\$144	\$148	\$152	\$152	\$157	\$161	\$166
JAD Facilitator	\$144	\$148	\$151	\$155	\$159	\$163	\$163	\$168	\$172	\$177
Business Analyst	\$134	\$137	\$141	\$144	\$148	\$152	\$152	\$160	\$164	\$169
Test Analyst	\$129	\$132	\$136	\$139	\$143	\$147	\$147	\$152	\$156	\$161
Code Analyst	\$101	\$104	\$106	\$109	\$112	\$115	\$115	\$125	\$128	\$132
Senior Business Analyst	\$134	\$137	\$141	\$144	\$148	\$152	\$152	\$160	\$164	\$169
Senior Testing Analyst	\$134	\$137	\$141	\$144	\$148	\$152	\$152	\$156	\$160	\$165
Certification Specialist	\$139	\$142	\$146	\$150	\$154	\$158	\$158	\$165	\$169	\$174
TAG Member	\$154	\$158	\$162	\$166	\$170	\$175	\$175	\$182	\$187	\$193

17. The “contract periods” identified in DHHS Standard Exhibits D and E of the Contract are hereby extended to December 31, 2014.

18. The “contract period” identified in DHHS Standard Exhibit I of the Contract is hereby extended to December 31, 2014.

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

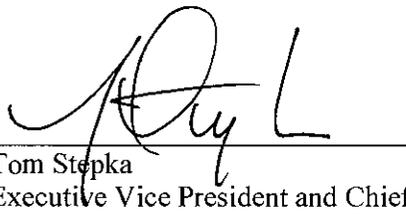
State of New Hampshire
Department of Health and Human Services



Nicholas A. Toumpas
Commissioner

12/11/12
Date

Cognosante LLC



Tom Stepka
Executive Vice President and Chief Operating Officer

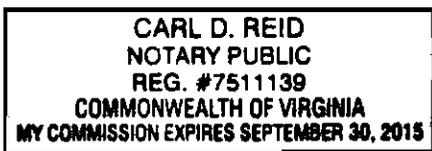
12-7-2012
Date

Cognosante, LLC

STATE OF VIRGINIA
CITY
COUNTY OF ALEXANDRIA

On this the 7th day of Dec. 2012, before me, CARL D REID the undersigned officer, personally appeared Thomas Stepka who acknowledged himself/herself to be the EVP & COO of Cognosante, LLC and that he/she, as such EVP & COO being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Thomas Stepka.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.





Notary Public/Justice of the Peace

My commission expires: 9/30/2015

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

OFFICE OF THE ATTORNEY GENERAL

By: JEANNE P. HERRICK
JEANNE P. HERRICK, ATTORNEY

Date: 13 Dec. 2012

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

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

Date: _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF INFORMATION SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-8160 1-800-852-3345 Ext. 8160
 Fax: 271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Nicholas A. Toumpas
 Commissioner

William L. Baggeroer
 Chief Information Officer

March 21, 2012

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, N.H. 03301

APPROVED BY _____
 DATE 4/18/12
 PAGE 9
 ITEM # 57

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Information Services, to enter into a **sole source**, amendment (Amendment 5) to an existing contract (Purchase Order # 1018352) with Cognosante, LLC (Vendor #223062) (formerly FOX Systems, LLC) at 6263 North Scottsdale Road, Suite 200, Scottsdale, AZ 85250, to extend the completion date from June 30, 2012 to December 31, 2013, for continuation of quality assurance services related to the State's Medicaid Management Information System project and increase the price limitation by \$2,535,902 from \$7,070,774 to a new amount not to exceed \$9,606,676, effective July 1, 2012 or upon the approval of the Governor and Executive Council whichever is later. The Governor and Executive Council approved the original contract on December 7, 2005 (Late Item #C), Amendment 1 on December 11, 2007 (Item #59), Amendment 2 on June 17, 2009 (Item #92), Amendment 3 on June 23, 2010 (Item#97) and Amendment 4 on June 23, 2010 (Item #94).

Funds are available in SFY 2013 as follows and are anticipated to be available in SFY 2014 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts between State Fiscal Years if needed and justified.

05-95-95-954010-5952 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS:COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES

State Fiscal Year	Class Object	Class Title	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
SFY 2005	102/500731	Contracts for Program Services	\$426,820.00	\$0.00	\$426,820.00
SFY 2006	102/500731	Contracts for Program Services	\$818,733.00	\$0.00	\$818,733.00
SFY 2007	102/500731	Contracts for Program Services	\$527,267.00	\$0.00	\$527,267.00
SFY 2008	102/500731	Contracts for Program Services	\$759,163.00	\$0.00	\$759,163.00
SFY 2009	102/500731	Contracts for Program Services	\$605,802.00	\$0.00	\$605,802.00
SFY 2010	102/500731	Contracts for Program Services	\$470,260.00	\$0.00	\$470,260.00
SFY 2011	102/500731	Contracts for Program Services	\$2,313,181.00	(\$1,674,868.00)	\$638,313.00
SFY 2012	102/500731	Contracts for Program Services	\$1,149,548.00	\$747,571.00	\$1,897,119.00
SFY 2013	102/500731	Contracts for Program Services	\$0.00	\$3,210,487.00	\$3,210,487.00
SFY 2014	102/500731	Contracts for Program Services	\$0.00	\$252,712.00	\$252,712.00
TOTAL			\$7,070,774.00	\$2,535,902.00	\$9,606,676.00

EXPLANATION

This amendment is a fixed priced, sole source amendment. Services included in this Amendment were originally competitively bid, but were not re-bid because they are a continuation of the services procured under the original contract and because Cognosante, given its involvement in this major systems initiative from its onset through detailed system design to the current testing phase, has developed an integral understanding of the NH Medicaid Management Information System solution and is the most practical alternative for ensuring uninterrupted, informed support through to the Medicaid Management Information System implementation. See Attachment A Bidders List at the end of this document.

The purpose of the above requested action is to continue the provision of quality assurance services provided by Cognosante, LLC through December 31, 2013 in support of the Department's implementation of a new Medicaid Management Information System and to expand the scope of services in the Contract to include additional resources for end-to-end and user acceptance testing, dedicated support for preparation and review of the post-implementation certification requirements, and incremental quality assurance testing and reporting specifically focused on the new "5010" electronic transaction functionality recently approved and added to the System design strategy.

The NH Medicaid Management Information System project is a major information systems initiative underway with the Department of Health and Human Services and the Department of Information Technology (DoIT), to replace the existing 18 year old legacy Medicaid Management Information System with a new system that meets or exceeds the requirements of the NH Medicaid Management Information System Request For Proposals #RFP-DHHS-2005-002.

On March 7, 2012 (Item #22A) the Governor and Executive Council approved expanding the scope and extending schedule for the design, development and implementation of the MMIS currently underway with ACS State Healthcare LLC (ACS) to enable the new system to support electronic transactions in a 5010 format compatible with federal requirements mandated under the Health Insurance Portability and Accountability Act and 45 CFR 162. Consequently, these modifications create the need to extend and expand Cognosante's quality assurance support for testing, system go-live, and post-implementation certification. The Medicaid Management Information System implementation is currently anticipated to go live on or before December 31, 2012.

Specifically, Amendment 5 re-aligns the schedule of quality assurance services with the revised project schedule for design, development and implementation of the Medicaid Management Information System. It extends the Contract completion date for up to 18 months, through December 31, 2013, with the option for early termination by the State as soon as the Medicaid Management Information System is implemented and the post-implementation federal certification phase is complete. The Amendment provides the Department, at its sole discretion, the option to terminate the contract as early as July 31, 2013, or the last day of any month thereafter, by providing the contractor with 30 calendar days advance written notice.

Additionally, the Amendment expands the scope of services to provide for:

- Additional user acceptance and end-to-end testing services through the duration of design and development, and implementation of the System during which all system processes will be executed multiple times in a coordinated manner to replicate daily, weekly, monthly, quarterly, and annual cycle processing;
- Dedicated support for coordination of CMS Certification preparation activities including early collection of operations and system artifacts and readiness review. These activities must take place just prior to and immediately following system go-live, during which time State project

resources must focus on implementation and operations transition issues. These services will help support federal certification of the Medicaid Management Information System that will entitle the Department to an enhanced rate of Federal Financial Participation (FFP) for Medicaid Management Information System operations.

- Additional resources for testing and certification support to correspond with the new “5010” functional system requirements for electronic transaction processing added to the design of the Medicaid Management Information System. The breadth of the 5010 changes across the system necessitates that many system functions previously tested and validated during system integration testing must be retested in their entirety to ensure that 5010 related changes have not adversely impacted system processing capabilities or their integrity.

The Medicaid Management Information System, including its Medicaid claims adjudication and payment functions, is a mission critical system for the Department of Health and Human Services. The Medicaid Management Information System processes over \$900 million in payments to over 5,000 actively billing and enrolled New Hampshire Medicaid providers annually, for services provided to eligible recipients under the New Hampshire Medicaid program. It is the Department of Health and Human Services’ primary system for administering and managing costs for the New Hampshire Medicaid program.

It is critically important that the new Medicaid Management Information System is able to perform all of its required functions, and to perform them with integrity. The new Medicaid Management Information System must be secure, stable, accurate, and efficient. It must be able to store eligibility data for the current annual New Hampshire Medicaid population of approximately 120,000, enrolled provider data for approximately 19,000 providers, and 7 years of claims payment history. It must be able to receive over 6 million paper and electronic claims from providers, process those claims against the available data, execute applicable edits, and determine the appropriate payment. The Medicaid Management Information System must be able to generate reliable reports, avoid costs where other insurance for a member exists, and to identify potentially fraudulent provider billing practices for further investigation.

The significant progress realized to date on the New Hampshire Medicaid Management Information System Project is due in part to the quality assurance support provided by Cognosante. This amendment will enable the Department to retain the expertise of those Cognosante staff who have developed an in-depth understanding of the overall NH Medicaid Management Information System DDI effort. Along with State project team staff, Cognosante staff will continue to monitor, verify, and validate implementation contractor deliverables and execute tests, to help ensure that the new MMIS meets the RFP requirements, and processes claims payment with integrity. Should the Governor and Executive Council determine to not approve this Request, the Department would experience a gap in quality assurance services and increased risk to the project which may jeopardize the integrity of the Medicaid Management Information System implementation

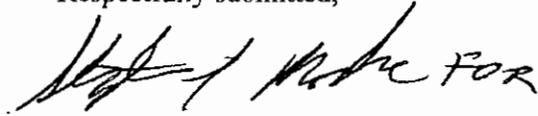
Source of Funds: Design, Development and Implementation phase: 90% federal funds,
10% general funds.

Geographic area to be served: Statewide.

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

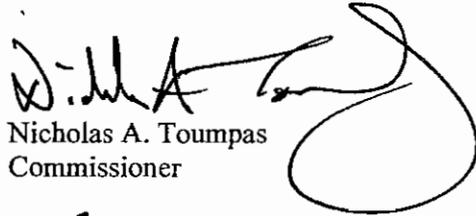
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
March 21, 2012
Page 4

Respectfully submitted,



William L. Baggeroer
Chief Information Officer

Approved by:



Nicholas A. Toumpas
Commissioner



S. Williams Rogers
Commissioner
Department of Information Technology

Attachment A: Bidder's List

Company	Letter of Intent *	Submitted Bid	Total Score	Proposed Price	Final Price
BDMP	Yes				
Compass	Yes				
Deloitte	Yes	Yes	52.75	\$4,184,661	
FOX Systems, Inc.	Yes	Yes	81.25	\$3,530,240	\$2,977,995
Maximus	Yes	Yes	69.75	\$1,989,597	
S3 Technologies	Yes				

*Not a requirement of the RFP



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

S. William Rogers
Commissioner

March 21, 2012

Nicholas A. 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 to amend a contract with Cognosante, LLC (formerly FOX Systems, Inc.) as described below and referenced as DoIT No. 2005-002E. This project is a result of RFP# DHHS 2005-002.

This contract amendment extends the services of Cognosante, LCC to allow them to continue to perform a variety of quality assurance services during the implementation and deployment of the new NH Medicaid Management Information System. The expiration date of the current contract is extended from June 30, 2012 through December 31, 2012. Funding for this contract is increased by \$2,535,902 from \$7,070,774 to a new amount not to exceed \$9,606,676.

The MMIS Quality Assurance Services project is set forth in the New Hampshire Information Technology Plan 2005-2009 dated October 21, 2005, as Appendix VI: *Key Projects to be Undertaken in Fiscal Years 2006/07 by State Agency*, Project 75: OMPB/MMIS, MMIS Reprocurement.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Rogers".

S. William Rogers

SWR/ltn
RFP 2005-002

cc: Leslie Mason, DoIT
MaryGaye Grizwin, DHHS

**State of New Hampshire
Department of Health and Human Services
Amendment 5 to the Cognosante, LLC Contract**

This 5th Amendment to the Cognosante, LLC (formerly FOX Systems, LLC and FOX Systems, Inc.) contract (hereinafter referred to as "Amendment 5") dated this 20th day of MARCH 2012, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Cognosante, LLC, (hereinafter referred to as "Cognosante" or "the Contractor"), a limited liability company with a place of business at 6263 North Scottsdale Road – Suite 200, Scottsdale, Arizona.

Whereas FOX Systems, LLC legally changed its legal name to Cognosante, LLC effective August 4, 2011, all rights and obligations of the parties under the contract referenced above are unaffected by the change in name, corporate structure or parent company.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 1, 2004, and amended by an agreement (Amendment 1 to the Contract) approved on December 12, 2006, an agreement (Amendment 2 to the Contract) approved on December 11, 2007, an agreement (Amendment 3 to the Contract) approved on December 12, 2008, and an agreement (Amendment 4 to the Contract) approved on June 23, 2010 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract and its Amendments, Amendment 1, Amendment 2, Amendment 3, and Amendment 4 as referenced above.

2. The General Provisions Form P-37 are hereby amended as follows:

2.1 Block 1.3, Contractor Name, is changed from "FOX Systems, LLC" to "Cognosante, LLC."

2.2 Block 1.6, Completion Date, is changed from "June 30, 2012" to "December 31, 2013."

2.3 Block 1.8, Price Limitation, is increased by \$2,535,903 from "\$7,070,774" to "9,606,677".

2.4 Block 1.12, Name & Title of Contractor Signor, is changed from "Mark Shishida, Executive Vice President of Business Development" to "Sean Gallagher, Senior Vice President and General Counsel; Telephone Number 480-423-8184."

2.5 Block 3.1, Effective Date, is amended by the addition of the following sentences:

Amendment 1 is effective on December 12, 2006, Amendment 2 is effective on December 11, 2007
Amendment 3 is effective on December 18, 2008, Amendment 4 is effective on June 23, 2010 and
Amendment 5 is effective on March 28, 2012 or date of Governor and Executive Council approval,
whichever date is later.

Contractor Initials: SG

Date: 3/20/12

3. FOX Systems, LLC changed its legal name to "Cognosante, LLC" effective August 4, 2011. All rights and obligations of the parties to this contract, as referenced above and as amended in this amendment, are unaffected by the change in name, corporate structure, or parent company."
4. The provisions of Exhibit A, Scope of Services are hereby amended as follows: The Contract Period September 1, 2004 through December 31, 2013, includes the option for early termination, exercisable at the sole discretion of the Commissioner of the Department of Health and Human Services anytime after June 30, 2013 with 30 calendar days advance written notice to the Contractor.
5. The provisions of Exhibit A: Scope of Services, Section 4.1 Period of Performance, are hereby modified as of the Effective Date as follows: The Contract shall take effect after full execution of the parties including, but not limited to, Governor and Executive Council approval. This Amendment 5 is effective upon the date of Governor and Executive Council approval or March 28, 2012, whichever date is later. It shall remain in effect through December 31, 2013 unless otherwise amended or terminated in accordance with this Contract.
6. Exhibit B is amended to increase the Contract price by an amount not to exceed \$2,535,903 to a total Contract price of \$9,606,677.
7. The provisions relative to Exhibit A Scope of Services Project Staff Table are amended by replacing them with the following:

Amendment 5 Table 7.2-1: Project Staff

Name	Title
Michael Hess	Managing Director (Client Executive)
Ken Dybevik	Program Director/Certification Specialist
Peter Wall	* Project Manager
Eddie Vega	* Business Analyst/Quality Assurance Lead
Lynda Bowen	* Senior Testing Analyst
Margaret Patterson	Business/Testing Analyst
Peggy Billhartz	Business/Testing Analyst
Jacob Thomas	Testing Analyst
Susan Fox	Technical Advisory Group (TAG)
James Joyce	Technical Advisory Group (TAG)

8. The provisions relative to Exhibit A, Scope of Services Section 11, the Dispute Resolution Responsibility and Schedule Table, are amended by replacing them with the following:

Amendment 5 Table 11-1: Dispute Resolution Responsibility and Schedule Table

Level	Cognosante, LLC	DHHS	Cumulative Allowed Time
Primary	Peter Wall Project Manager	MaryGaye Grizwin MMIS QA Contract Administrator	5 Business Days
First	Ken Dybevik Program Director	Diane Delisle MMIS Director	10 Business Days
Second	Michael Hess Managing Director (Client Executive)	William Baggeroer OIS Director	15 Business Days
Third	Susan Fox President	Nicholas A. Toumpas Commissioner	20 Business Days

Contractor Initials: SP
 Date: 3/20/12

9. The provisions relative to Exhibit A, Scope of Services, Section 12 Table 12-1 *QA Services Deliverables and Schedule* are amended by replacing the table with the following:

Amendment 5 Table 12-1: *QA Services Deliverables and Schedule*

Number	Description	Date
1. Project Monitoring - Produce and distribute deliverables including, but not limited to:		
1.1	Overall Finalized QA Plan	Within five (5) business days after contract approved and notice to proceed issued
1.1.1	Review Sessions and Meetings: <ul style="list-style-type: none"> • Kickoff • Weekly Status Meetings • Other Meetings 	Kickoff-five (5) business days after project start. Weekly Status meeting
1.1.2	Publish session and meeting minutes and revised Project Plans	Must be done within two (2) business days after each meeting
1.1.3	Produce monthly Project Status Reports	First business day of the month, beginning January 2, 2005
1.1.4	Produce Monthly Project Risk Management Reports	First business day of the month, beginning January 2, 2005
1.2	Publish QA Work Plan and Schedule	Updated weekly, as required
1.3	Integrate QA Work Plan and Implementation Project Work Plan	Complete monthly starting February 1, 2006
1.4	Create Project Communication Plan	Within 30 days of project start
1.5	Create a Documentation plan for the Project	Within 30 days of project start
1.6	Create Paper Work and Electronic Media Control Procedures	Within 30 days of project start
1.7	DDI Deliverable Review and Approval Process	February 15, 2005
1.8	Establish process for review and approval of software development results	February 15, 2005
1.9	Create Expenditure Control Plan	Within 30 days of project start
1.11	Implementation Control Guidelines Plan	Done in conjunction with the MMIS Vendor
1.13	Establish a Project Scope Management and Change Control Plan	February 1, 2005
2. Pre-DDI QA - Produce and distribute the deliverables		
2.1	Business Rules Gap Analysis and Recommendations for new and/or modified Medicaid policy/rules	August 15, 2005
2.2	Create Business Rules Matrix	August 15, 2005
2.3 p.1	Report detailing provider billing manuals, bulletins, and claims resolution manuals	Removed from initial contract
2.3 p. 2	Comprehensive analysis report of provider reimbursement methods, benefit levels, eligibility levels and program integrity requirements.	September 15, 2005
2.4	Embedded MMIS Code and Business Logic Analysis Logic	July 20, 2005
2.5	MMIS Eligibility Conversion Strategy Analysis	June 30, 2005
2.6	Business Processing Reengineering Recommendation Report	October 3, 2005
2.7	Report Specifications Analysis	August 3, 2005
3. DDI QA - Produce and distribute the deliverables		
3.1	Report on the following Implementation	Analysis reports of Implementation Vendor

Contractor Initials: 

3/20/12

Number	Description	Date
	<p>Vendor Deliverables, deliverables can be moved between project phases based on the Implementation Vendor's work plan:</p> <ul style="list-style-type: none"> • Project Management Plan • Detailed Project Work Plan • Problem Control and Change Management Plan • Project Communication Plan • Quality Assurance Plan • Issues Tracking and Resolution • Requirements Validation Specification • Requirements Traceability Matrix • General System Design • Revised General System Design • Attend/Participate in DSD sessions for four months per State approved DSD calendar. • Detailed System Design (23 Chapters) • Test Environment Preparation • Finalized Business Continuity Plan • Finalized Security Plan • Integration and System Test Scripts (as requested by the State) • MMIS Implementation Plan • Finalized System Test Plan • Finalized Contingency Plan • Finalized Conversion Plan • X12N EDI Companion Guides • Provider Status Evaluation • Revised Detailed System Design (3 Groups) • Finalized Training Plan • Finalized Operations Plan • Training Materials/Manuals • Preliminary Provider Reenrollment Plan • Preliminary Provider Handbooks • Preliminary Training Matcials and Manuals – Provider • Provider Re-Enroll UAT • Final Training Materials & Manuals Provider Re-Enrollment • Preliminary Operations Plan • Preliminary MMIS User Manuals • Provider Re-Enrollment Operational Readiness Test Plan • Acceptance Test Plan • Acceptance Test Resolutions 	<p>final deliverables due five (5) business days after receipt from the Implementation Vendor.</p> <p>The State expects Cognosante to conduct iterative reviews prior to receipt of the final Implementation Vendor deliverable Cognosante must document all iterative review steps and activities leading up to the final deliverable document.</p>

Contractor Initials: 3/20/12
 Date: 3/20/12

Number	Description	Date
	Document <ul style="list-style-type: none"> • Acceptance Test Tracking System • Operational Readiness Report • Finalized MMIS User Manuals • Finalized MMIS Provider Handbooks • MMIS Systems Documentation 	
3.2	Requirements Traceability Matrix Report	Initial RTM report due January 15, 2006, thereafter updates at specific intervals to include but not limited to: Requirements Validation, General System Design, Detail System Design, UAT, and Operational Plan.
3.3	JAD session Reports	Five (5) business days after both General System Design, and Detail System Design.
3.4	Technical Review Report	Five (5) business days after both General System Design, and Detail System Design
3.5	QA Test Plan	September 30, 2009
3.6	Integration and System Testing and Reporting	Five (5) business days after completion of the SIT for PE and MMIS
3.7	User Acceptance Test Cases and Scripts	Twenty (20) business days prior to the start of PE and MMIS UAT testing.
3.8	User Acceptance Testing	Testing along with a monthly UAT Summary Report monthly during the PE UAT and six (6) months of MMIS UAT.
3.9	Issues Tracking Report	Weekly during State PE and MMIS UAT.
3.10	User Acceptance Testing Report	Monthly UAT Status reports during UAT Phase.
3.11	User and Provider Training Readiness Reports	Removed
3.12	Provider Readiness Assessment – Documentation and Communication	Removed
3.13	Provider Readiness Report	Two reports: First is 14 days prior to scheduled PE Implementation and the Second is 14 days prior to MMIS Implementation.
3.14	Operational Readiness Report	Two reports: First is 14 days prior to scheduled PE Implementation and the Second is 14 days prior to MMIS Implementation.
3.15	Implementation Readiness Report	Two reports: First is 14 days prior to scheduled PE Implementation and the Second is 14 days prior to MMIS Implementation.
3.16	Security Plan Report	Removed from original contract
3.17	Implementation Close Out Report	30 days after implementation
3.18	Certification Traceability Matrix	3 months after the start of UAT
3.19	Contingency Testing Support	During UAT Phase
4. Post-DD QA		
4.1	MMIS Federal Certification Plan	3 months prior to MMIS implementation
4.2	Certification Readiness Report	6 months after MMIS implementation
4.3	Certification Plan Review Report	3 months after MMIS implementation
4.4	Certification Letter	1 month after Certification Readiness Report
4.5	Project Close Out Report	3 months after MMIS implementation
4.6	Certification Support	During the 9 months after MMIS implementation
5. O QA		

Contractor Initials: 

Date: 3/20/12

Number	Description	Date
5.1	5010 Status Report	During the 9 months prior to MMIS implementation
5.2	Review 5010 Deliverables	During the 9 months prior to MMIS implementation
5.3	5010 Testing Support	During the 9 months prior to MMIS implementation

10. The provisions relative to Exhibit B, Contract Period are amended by replacing them with the following:

10.1 Contract Period: September 1, 2004 through December 31, 2013.

11. The provisions relative to Exhibit B, Funding of Contract are amended by replacing them with the following:

11.1 Funding of Contract Section C: The total amount of all payments made to the Contractor for costs and expenses incurred in the performance of the Medicaid Management Information System Quality Assurance services during the period September 1, 2004 through December 31, 2013, shall not exceed \$2,535,903 in accordance with the project budget identified in Amendment 5 Exhibit B-1, Budget attached hereto.

12. The provisions relative to Exhibit B, *Budget by Phase* Table B-1 are amended by replacing them with the following:

Amendment 5 Table B-1: *Budget by Phase*

Project Phase	Budget
Project Monitoring	\$3,026,987
Pre-DDI QA	\$407,036
DDI QA	\$4,741,546
DDI Contingency	\$644,669
Post DDI	\$546,663
DDI 5010 QA	\$239,776
TOTAL	\$9,606,677

13. The provisions relative to Exhibit B-1: Budget are amended by replacing them with the following:

The remainder of this page is left blank intentionally.

Contractor Initials: 
 Date: 3/20/12

Amendment 5 Exhibit B-1 Budget

Amendment 5 Exhibit B-1 Budget Worksheet		SFY 2005	SFY 2006	SFY 2007	SFY 2008	SFY 2009	SFY 2010	SFY 2011	SFY 2012	SFY 2013	SFY 2014	TOTAL AMT
Project Monitoring												
1.1	Overall Finalized QA Plan	\$19,705							\$0			\$19,705
1.1.1	Review sessions and meetings, Kickoff, Weekly Status Meetings, Other Meetings	\$97,834	\$167,715	\$170,230	\$175,337	\$180,596	\$186,012	\$191,592	\$210,741	\$283,244	\$71,277	\$1,734,579
1.1.2	Publish session and meeting minutes and revised Project Plans	\$28,439	\$48,750	\$49,479	\$50,963	\$52,492	\$54,048	\$55,650	\$61,212	\$82,271	\$20,703	\$504,006
1.1.3	Produce Monthly Project Status Reports	\$8,024	\$16,047	\$16,287	\$16,776	\$17,278	\$17,796	\$18,330	\$20,161	\$27,097	\$6,819	\$164,615
1.1.4	Produce Monthly Project Risk Management Reports	\$7,712	\$15,425	\$15,656	\$16,126	\$16,612	\$17,112	\$17,622	\$19,381	\$26,048	\$6,555	\$158,249
1.2	Publish QA Work Plan and Schedule	\$8,676	\$14,874	\$15,097	\$15,550	\$16,014	\$16,494	\$16,992	\$18,691	\$25,122	\$6,322	\$153,832
1.3	Integrate QA Work Plan and Implementation Project Work Plan		\$4,284	\$10,435	\$10,749	\$11,070	\$11,394	\$11,730	\$12,903	\$17,342	\$4,354	\$94,271
1.4	Create Project Communication Plan	\$28,000							\$0	\$0	\$0	\$28,000
1.5	Create a Documentation plan for the Project	\$19,705							\$0	\$0	\$0	\$19,705
1.6	Create Paper Work and Electronic Media Control Procedures	\$14,705							\$0	\$0	\$0	\$14,705
1.7	DDI Deliverable Review and Approval Process	\$34,705							\$0	\$0	\$0	\$34,705
1.8	Establish process for review and approval of software development results	\$26,205							\$0	\$0	\$0	\$26,205
1.9	Create Expenditure Control Plan	\$14,705							\$0	\$0	\$0	\$14,705
1.10	Create cost benefit methodology Plan								\$0	\$0	\$0	\$0
1.11	Implement Control Guidelines Plan		\$29,410	-\$14,705					\$0	\$0	\$0	\$14,705
1.12	Create Project Newsletters for Communications Bi-Monthly until September 2005, monthly thereafter								\$0	\$0	\$0	\$0
1.13	Establish a Project Scope Management and Change Control Plan	\$45,000							\$0	\$0	\$0	\$45,000
Subtotal		\$353,415	\$296,505	\$262,479	\$285,501	\$294,062	\$302,866	\$311,916	\$343,099	\$461,124	\$116,040	\$3,026,987

Pre-DDI QA

Contractor Initials: DA
 Date: 3/26/12

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	TOTAL AMT
2.1 Business Rule Gap Analysis and Recommendations for new and/or modified Medicaid policy/rules		\$53,060							\$0	\$0	\$53,060
2.2 Create Business Rule Matrix		\$37,955							\$0	\$0	\$37,955
2.3 Report detailing provider billing manuals, bulletins, and claims resolution manuals.									\$0	\$0	\$0
2.3 Comprehensive analysis report of provider reimbursement methods, benefit levels, eligibility levels and program integrity requirements.		\$37,894							\$0	\$0	\$37,894
2.4 Embedded MMIS Code and Business Logic Analysis Logic		\$48,342							\$0	\$0	\$48,342
2.5 MMIS Eligibility Conversion Strategy	\$73,405								\$0	\$0	\$73,405
2.6 Business Process Reengineering Recommendations Report		\$44,180							\$0	\$0	\$44,180
2.7 Report Specifications Analysis		\$112,200							\$0	\$0	\$112,200
Subtotal	\$73,405	\$333,631	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$407,036
3.0											
3.1 Report on Implementation Vendor Deliverables (see Exhibit B-1a)		\$83,741	\$201,956	\$427,636	\$214,015	\$17,142		\$88,450	\$411,060	\$0	\$1,444,000
3.2 Requirements Traceability Matrix Report		\$32,634	\$16,807		\$39,480			\$0	\$0	\$0	\$88,921
3.3 JAD session Report		\$72,222						\$0	\$0	\$0	\$72,222
3.4 Technical Review Report			\$46,026	\$46,026				\$0	\$0	\$0	\$92,052
3.5 QA Test Plan					\$13,445	\$55,394		\$0	\$0	\$0	\$68,839
3.6 Integration and System Testing Report					\$94,868	\$94,868	\$261,810	\$977,300	\$0	\$0	\$1,333,978
3.7 User Acceptance Test Cases and Scripts					\$44,800		\$64,587	\$278,134	\$0	\$0	\$387,521
3.8 User Acceptance Testing								-\$266,819	\$812,800	\$0	\$545,981
3.9 Issues Tracking Report								\$0	\$0	\$0	\$0
3.10 User Acceptance Testing Report								\$0	\$72,859	\$0	\$72,859
3.11 User and Provider Training Readiness Reports - removed as requirement								\$0	\$0	\$0	\$0
3.12 Provider Readiness Assessment - Documentation and Communication - removed as requirement								\$0	\$0	\$0	\$0
3.13 Provider Readiness Report								\$18,255	\$28,204	\$0	\$46,458
3.14 Operational Readiness Report								\$15,984	\$24,695	\$0	\$40,678
3.15 Implementation Readiness Report								\$17,640	\$27,254	\$0	\$44,894
3.16 Security Plan Report - removed as requirement								\$0	\$0	\$0	\$0
3.17 Implementation Close Out Report								\$0	\$85,830	\$0	\$85,830
3.18 Certification Traceability Matrix								\$25,536	\$77,280	\$0	\$102,816
3.19 Contingent Testing Support (2 testers x 6 mo)								\$0	\$314,496	\$0	\$314,496

Contractor Initials: 

Date: 3/20/12

Amendment 5 Exhibit B - Budget Worksheet		SFY 2005	SFY 2006	SFY 2007	SFY 2008	SFY 2009	SFY 2010	SFY 2011	SFY 2012	SFY 2013	SFY 2014	TOTAL AMT
Subtotal		\$0	\$188,597	\$264,789	\$473,662	\$311,740	\$167,404	\$326,397	\$1,154,480	\$1,854,477	\$0	\$4,741,546
DDI QA Contingency @ 10%									\$322,335	\$322,335	\$0	\$644,669
Amendment 5 Monthly Fixed Price Value - Max time frame is 3 months. (Supplements Tasks 1.x, 3.6, 3.8, 3.10, 4.2, 4.6, 5.x)												
Post-DDI QA												
4.1	MMIS Federal Certification Plan								\$0	\$100,114	\$0	\$100,114
4.2	Certification Readiness Report								\$0	\$85,961	\$0	\$85,961
4.3	Certification Plan Review Report								\$0	\$57,597	\$0	\$57,597
4.4	Certification Letter								\$0	\$0	\$35,979	\$35,979
4.5	Project Close Out Report								\$0	\$0	\$15,517	\$15,517
4.6	Certification Support								\$0	\$166,320	\$85,176	\$251,496
Subtotal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$409,991	\$136,672	\$546,663
Amendment 5 5010 QA												
5.1	Status Report								\$5,320	\$11,200	\$0	\$16,520
5.2	Review 5010 Deliverables								\$6,840	\$14,400	\$0	\$21,240
5.3	5010 Testing Support								\$65,056	\$136,960	\$0	\$202,016
Subtotal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$77,216	\$162,560	\$0	\$239,776
Project Total		\$426,820	\$818,733	\$527,268	\$759,163	\$605,802	\$470,260	\$638,313	\$1,897,119	\$3,210,487	\$252,712	\$9,606,677

14. The parties agree that, upon mutual consent of the parties, resources associated with specific deliverables and/or the payment time frames identified in Exhibit B-1 Budget may be reallocated to other deliverables identified in this Exhibit as necessary to support changes in the design, development and implementation schedule of the Medicaid Management Information System project. Any such reallocation of resources shall not increase the overall price limitation or extend the Completion Date of the Contract.

Contractor Initials: 
 Date: 3/26/12

15. The provisions relative to Exhibit B-2 *Holdback* are amended by replacing it with “Amendment 5, Exhibit B-2: Holdback,” as follows:

Amendment 5 Exhibit B-2: *Holdback*

<i>Task</i>	<i>Holdback Amount</i>	<i>Holdback Percentage</i>
Project Monitoring Phase 1 – Project inception through 12/31/08	\$201,414	15%
Project Monitoring Phase 2 – 1/1/09 through 12/31/09	\$44,760	15%
Project Monitoring Phase 3 – 01/01/2010 through 06/30/2011	\$69,836	15%
Project Monitoring Phase 4 – 7/1/11 through 3/31/12	\$35,6093	15%
Project Monitoring Phase 5 – 4/1/12 through 6/30/13	\$85,023	15%
Project Monitoring Phase 6 – 7/1/13 through 12/31/13	\$17,406	15%
Pre-DDI QA	\$61,055	15%
DDI Phase	\$711,232	15%
DDI Contingency	\$96,700	15%
Post DDI	\$81,999	15%
DDI 5010 QA	\$35,966	15%
Project Total	\$1,440,636	15%

16. The provisions relative to Exhibit B Table B-4 *Future IT Services* are amended by replacing it with Amendment 5 Exhibit B Table B-4 *Future IT Services* as follows:

Service Position Title	SFY 2006	SFY 2007	SFY 2008	SFY 2009	SFY 2010	SFY 2011	SFY 2012	SFY 2013	SFY 2014
Client Executive	\$154	\$158	\$162	\$166	\$170	\$175	\$175	\$195	\$200
Project Manager	\$139	\$142	\$146	\$150	\$154	\$158	\$158	\$170	\$170
Medicaid Policy Expert	\$134	\$137	\$141	\$144	\$148	\$152	\$152	\$155	\$159
Quality Assurance Lead	\$134	\$137	\$141	\$144	\$148	\$152	\$152	\$157	\$161
JAD Facilitator	\$144	\$148	\$151	\$155	\$159	\$163	\$163	\$168	\$172
Business Analyst	\$134	\$137	\$141	\$144	\$148	\$152	\$152	\$160	\$164
Test Analyst	\$129	\$132	\$136	\$139	\$143	\$147	\$147	\$152	\$156
Code Analyst	\$101	\$104	\$106	\$109	\$112	\$115	\$115	\$125	\$128
Senior Business Analyst	\$134	\$137	\$141	\$144	\$148	\$152	\$152	\$160	\$164
Senior Testing Analyst	\$134	\$137	\$141	\$144	\$148	\$152	\$152	\$156	\$160
Certification Specialist	\$139	\$142	\$146	\$150	\$154	\$158	\$158	\$165	\$169
TAG Member	\$154	\$158	\$162	\$166	\$170	\$175	\$175	\$182	\$187

Contractor Initials: JH
 Date: 3/26/12

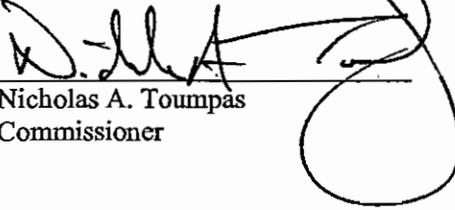
17. The "contract periods" identified in DHHS Standard Exhibits D and E of the Contract are hereby extended to December 31, 2013.

18. The "contract period" identified in DHHS Standard Exhibit I of the Contract is hereby extended to December 31, 2013.

19. Exhibit J, FAATA, is hereby added to the contract, as attached.

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

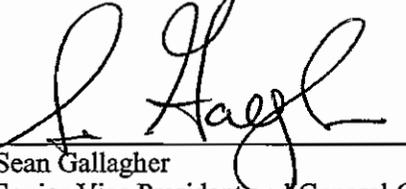
State of New Hampshire
Department of Health and Human Services



Nicholas A. Toumpas
Commissioner

3-21-12
Date

Cognosante LLC



Sean Gallagher
Senior Vice President and General Counsel
Cognosante, LLC

3-20-12
Date

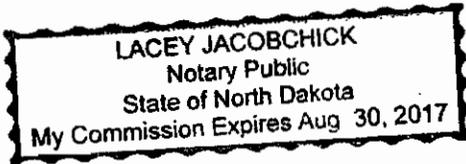
Contractor Initials: 
Date: 3-20-12

Se Hagl

STATE OF North Dakota
COUNTY OF Cass

On this the 20th day of March 2012, before me, Lacey Jacobchick the undersigned officer, personally appeared Sean M. Gallagher who acknowledged himself/herself to be the SVP + General Counsel of Cognosante, LLC and that he/she, as such SVP + General Counsel being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as SVP + General Counsel.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Lacey Jacobchick
Notary Public/Justice of the Peace
My commission expires: _____

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

OFFICE OF THE ATTORNEY GENERAL

By: *Jeannette Herrick*
Jeannette R. Herrick, Attorney

Date: 30 March 2012

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

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

Date: _____

Contractor Initials: *SH*
Date: 3/20/12

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.

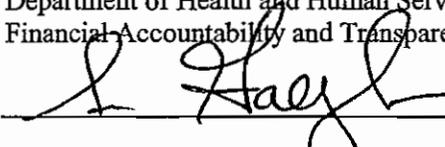
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.

 Senior Vice President + General Counsel

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

Cognosante, LLC 3/20/12

(Contractor Name) (Date)

Contractor initials: 

Date: 3/20/12

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: 62-428-7306

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: 3/20/12
Page # _____ of Page # _____

Officer's Certificate

I, Thomas Stepka, Chief Operating Officer of Cognosante, LLC, do hereby certify that:

1. I am the duly elected and acting Chief Operating Officer of Cognosante, LLC, a Delaware limited liability company (the "Company") pursuant to a Consent in Lieu of Meeting of the Member and Directors of the Company dated July 27, 2011 ("Consent in Lieu of Meeting").
2. Pursuant to the Consent in Lieu of Meeting, I, Thomas Stepka, Chief Operating Officer of the Company, maintain, have custody of and am familiar with the minute books of the Company, and am duly authorized and empowered to enter into, execute and deliver any and all documents, contracts, agreements and instruments as are deemed necessary, desirable or appropriate to accomplish the ongoing business of the Company.
3. Pursuant to the Consent in Lieu of Meeting, as Senior Vice President and General Counsel, Sean Gallagher is duly authorized and empowered to enter into, execute and deliver any and all documents, contracts, agreements and instruments as are deemed necessary, desirable or appropriate to accomplish the ongoing business of the Company, specifically including, but not limited to, the entering into of an amendment to the contract with the State of New Hampshire, acting by and through the Division of Medicaid Business and Planning of the Department of Health and Human Services, providing for the performance by the Company of certain MMIS Quality Assurance services, MMIS Contract #971134 signed by Fox Systems on September 15, 2004 and approved by the New Hampshire Governor and Executive Council on December 1, 2004, and that Sean Gallagher is authorized and directed for and on behalf of this Company to enter into the said amendment to the contract with the State of New Hampshire and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Company any and all documents, agreements and other instruments (and any further amendments, revisions or modifications thereto) as may be deemed necessary, desirable or appropriate to accomplish the same.
4. The Consent in Lieu of Meeting has not been revoked, annulled or amended in any manner whatsoever and remains in full force and effect as of the date below. The person named above, Sean Gallagher, occupies the office of Senior Vice President and General Counsel of Cognosante, LLC and continues to occupy that office as of the date below.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Operating Officer of the Company this 20th day of March, 2012.

COGNOSANTE, LLC


 Thomas Stepka, Chief Operating Officer

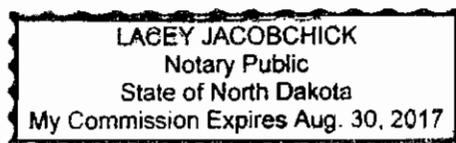
STATE OF North Dakota)
~~VIRGINIA~~)
) ss.
 COUNTY OF Cass)

The foregoing instrument was acknowledged before me this 20th day of March, 2012, by Thomas Stepka who acknowledged himself to be the Chief Operating Officer of Cognosante, LLC, a Delaware limited liability company.



 Notary Public

My Commission Expires:



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 Cognosante, LLC (formerly; Fox Systems, LLC), a(n) Delaware limited liability company registered to do business in New Hampshire on May 11, 2010. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



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 March, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

MAR 01 2012



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/29/2012

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 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 Brown & Brown Insurance of AZ, Inc 2800 North Central Avenue, Suite 1600 Phoenix AZ 85004.	CONTACT NAME: Sharon Bowman PHONE (A/C, No., Ext.): 602-664-7056 E-MAIL ADDRESS: sbowman@bbphoenix.com	FAX (A/C, No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED Cognosante Holdings, LLC 6263 N Scottsdale Rd., Ste 200 Scottsdale AZ 85250	INSURER A: The Travelers Ind Co of Am	NAIC # 25666
	INSURER B: Travelers Indemnity Company	25658
	INSURER C: Philadelphia Indemnity Ins Co.	18058
	INSURER D: Travelers Indemnity Co. of CT	25682
	INSURER E:	
	INSURER F:	

COVERAGES: CERTIFICATE NUMBER: 693096960 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	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 <input checked="" type="checkbox"/> Primary & Non-Cont. GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-SECT <input type="checkbox"/> LOC.	Y	Y	168097K16415	7/1/2011	7/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA97K14907	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$5,000			CUP4189Y047	7/1/2011	7/1/2012	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB97K32753	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER All States E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
G	Professional E&O			PHSD720259	2/21/2012	2/21/2013	Occurrence 3,000,000 Aggregate 3,000,000

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

All forms apply per written contract requiring insurance. Blanket additional insured form CGD2520805. Blanket Primary and Non-Contributory CGD0370405. Blanket waivers of subrogation to general liability per CGD1861103. Blanket additional insured to auto liability per CAT4200706. Blanket waiver of subrogation on workers compensation form WC0003130001. Workers Compensation Insurance is provided that meets New Hampshire's statutory requirements.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Office of Medicaid Business & Policy Department of Health & Human Services 129 Pleasant St. Concord NH 03301	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
--	---



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4796 1-800-852-3345 Ext. 4796
Fax: 603-271-8113 TDD Access: 1-800-735-2964

John A. Stephen
Commissioner

Stephen A. Norton
Director

November 1, 2004

His Excellency, Governor Craig R. Benson
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services (DHHS), Office of Medicaid Business and Policy (OMBP), to enter into an agreement with FOX Systems Inc. (FOX), Scottsdale, AZ 85250 (Vendor Number 122726) to provide quality assurance services for the Medicaid Management Information System (MMIS) in the amount of \$2,977,995.00 from December 1, 2004, or date of Governor and Council approval, whichever is later, through June 30, 2007. Funds to support this agreement are available in the following accounts according to State Fiscal Year, with authority to adjust amounts, if needed and justified, between fiscal years:

<u>SFY</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
2005	010-095-5691-031-0285	Computer Enhancements	\$ 986,127
2006	010-095-6126-097-0285	Medicaid Contracts	\$ 817,437
2007	010-095-6126-097-0285	Medicaid Contracts	\$ 1,174,431
Total			\$ 2,977,995

EXPLANATION

The purpose of the above requested action is to engage the services of FOX Systems, Inc. to provide Quality Assurance Services in support of the major information systems initiative to be undertaken by the Department in conjunction with the Office of Information Technology (OIT), to replace the existing Medicaid Management Information System and to implement a new MMIS by June 1, 2007. Given the need for a clear definition of business rules in preparation for development of the new MMIS, the project's aggressive implementation timeline, the expansiveness of the project's scope, the complex nature of the MMIS with its myriad of claims processing and payment functions, and to manage costs associated with the implementation, it is critical that the efforts of dedicated staff from the Department and OIT are reinforced with the services provided by the Quality Assurance contractor under this agreement, to help ensure the integrity of the system and that project objectives are met.

The Quality Assurance services to be provided by the contractor are structured to meet project objectives during two major phases of the MMIS implementation, in coordination with

mf

interfaces, new systems architecture, and expanded business operations support and claims adjudication and payment capabilities. The Quality Assurance Contractor will partner with the State to monitor that the functional requirements stipulated by the State, and approved by the Federal Government, are addressed adequately by the implementation contractor during the system design and development, that all aspects of the functional, technical, and operational components of the MMIS are verified and validated, and to monitor the project's progress according to plan.

The key drivers behind this request to contract for Quality Assurance Services for the MMIS Reprocurement Project, in addition to the services to be acquired, are:

- The Federal Centers for Medicare and Medicaid Services (CMS) Regional Office has approved the State's MMIS Reprocurement Project's Implementation Advanced Planning Document (IAPD), which includes the procurement of Quality Assurance contractor services to support the MMIS implementation initiative;
- CMS approval will result in 90% Federal Financial Participation (FFP) and the remaining 10% using State General Funds to cover the costs of the Quality Assurance contractor;
- The MMIS will process over 6 million Medicaid and other related claims totaling \$770 million a year and will issue payment to over 7,000 active providers for services provided on behalf of approximately 94,000 eligible recipients statewide; and the Quality Assurance services will help to ensure the integrity of claims and payment processing; and
- The pre-development business rules analysis to be conducted by the Quality Assurance vendor will enhance the Department's ability to confirm and document the business processing requirements for provider reimbursement methodologies in advance of requirements validation, thereby helping to keep the project moving forward from the onset.

FOX Systems, Inc. was selected for the MMIS QA contract through a competitive bid process. E-mail notification of the intent to publish a new RFP was sent to a comprehensive vendor list on May 13, 2004. Notification of the RFP publication was issued using standard Office of Information Technology (OIT) procedures. The Request for Proposals (RFP) was issued on May 14, 2004 and published on the Department of Administrative Services (DAS) website. Links to this website were also posted on the Department of Health and Human Services (DHHS) website and the OIT website. A mandatory bidder's conference was held on May 21, 2004. Formal responses by the Department and OIT to vendor questions were issued on June 2, 2004.

The Department received and evaluated three (3) proposals in response to the RFP – (Please see attached bidders list). These proposals were evaluated based on the vendor's approach, qualifications, price, and technical/service/project management, to determine the best solution at the best value to the State. The evaluations also included vendor on-site team presentations by each of the three vendors. FOX Systems, Inc. was selected as the winning

BACKGROUND

New Hampshire's current MMIS is a component-based system. It is comprised of three (3) distinct systems, each operated by a different vendor. The MMIS processes Medicaid payments for covered services provided to New Hampshire Medicaid-eligible persons in both its fee for service and pharmacy benefit management programs. The MMIS processed approximately 6.5 million claims, in excess of \$770 million in State Fiscal Year 2003 (SFY03). In addition, the MMIS performs various review, audit, and reporting functions to assess and evaluate the provision of Medicaid services and associated payment. The current MMIS meets all certification requirements as set forth by the Centers for Medicare and Medicaid Services (CMS) in the State Medicaid Manual Part 11 - Medicaid Management Information System.

The New Hampshire AIM (NH AIM) Fee for Service (FFS) system is the core component of the MMIS. It is the primary tool used by the Department of Health and Human Services (DHHS) to manage its Medicaid program and is operated by the State's fiscal agent, Electronic Data Systems (EDS). EDS implemented the NH AIM system in April 1994. The State owns the NH AIM hardware and software.

The FFS component is the traditional MMIS that processes all Medicaid claims, except for pharmacy, and issues payment to providers. Approximately 2.6 million claims for \$662 million were processed to payment through NH AIM in State Fiscal Year 2003. Recipient eligibility information is passed nightly to NH AIM from the eligibility determination system, New HEIGHTS.

A second component of the New Hampshire MMIS is the Pharmacy Benefits Management System (PBM). The State has contracted with First Health Services Corporation (FHSC) as its Pharmacy Benefits Manager for system and operations support. The PBM component was implemented in November 2001 and processes pharmacy point of sale (POS) claims and issues payments, via checks, to pharmacy providers. Functions supported through the PBM system include pharmacy claims processing and payment, preferred drug list, pharmacy audits, as well as drug rebate, drug utilization, and other clinical pharmacy initiatives. It also supports the supplemental and the Omnibus Budget Reconciliation Act (OBRA) drug rebate and drug utilization programs, auditing, and various other clinical initiatives. Approximately 4 million claims for \$112 million were processed to payment through the PBM system in State Fiscal Year 2003 (SFY03).

The third component, the Medicaid Decision Support System (MDSS), developed using The Medstat Group Inc.'s proprietary reporting tools, Advantage Suite, supports the State's Management and Administrative Reporting System (MARS), Surveillance and Utilization Review System (SURS) and federal reporting requirements of MMIS. It also provides statistical and Medicaid trend analysis and reporting support and additional federal reporting functionality. MDSS receives a weekly data file from the NH AIM source system, including the data received from PBM.

- Deliverables are produced at the cost outlined.

Additionally, the Department will review specific performance measures during the three (3) major phases of the project:

1. Pre-DDI Services:
 - Completed a Critical Report Analysis that was useful to the MMIS Project;
 - Defined and confirmed the business processing rules in a way that it was useful to the new MMIS; and
 - Proposed a logical conversion strategy that was effective during the implementation phase of the project.
2. DDI Quality Assurance Services:
 - Understood the State's requirement for the MMIS and ensured the new MMIS addressed the functional, technical, and operational requirements;
 - Assisted the State in Joint Application Design Sessions (JAD) and deliverables review;
 - Provided sufficient project monitoring;
 - Identified risk and proposed risk mitigation strategies;
 - Planned, prepared, and conducted requisite auditing and testing of the systems functionality and operations environment; and
 - Provided Independent Validation and Verification (IV&V) for the project.
3. Post-DDI Services:
 - Verifying that the requisite documentation is compiled and preparing the State for the CMS on-site MMIS certification review process; and
 - Helped prepare the State prepare for the CMS on-site visit.

Source of Funds: 90% Federal Funds, 10% State General Funds

Geographic area to be served: Statewide

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

Attachment 1: Bidders List

Company	Letter of Intent	Submitted Bid	Total Score	Proposed Price	Bid Price
BDMP	Yes				
Compass	Yes				
Deloitte	Yes	Yes	52.75	\$ 4,184,661	
FOX Systems Inc.		Yes	81.25	\$ 3,530,240	\$ 2,977,995
Maximus	Yes	Yes	69.75	\$ 1,989,597	
S3 Technologies	Yes				

* Not a requirement of the RFP

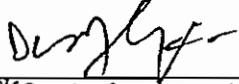
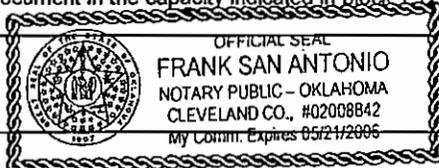
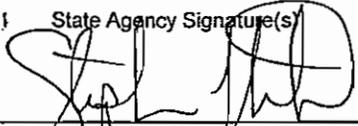
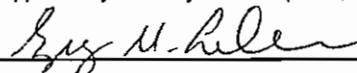
Subject: Medicaid Management Information System Quality Assurance Services

AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name Office of Medicaid Business and Policy Department of Health and Human Services		1.2 State Agency Address 129 Pleasant St., Brown Building Concord, NH 03301	
1.3 Contractor Name FOX Systems, Inc.		1.4 Contractor Address: 6263 North Scottsdale Road, Suite 200 Scottsdale, Arizona 85250	
1.5 Account No. 010-095-5691-031-0285	1.6 Completion Date December 31, 2006	1.7 Audit Date 12/31/2006	1.8 Price Limitation \$2,977,995.00
1.9 Contracting Officer for State Agency Stephen A. Norton		1.10 State Agency Telephone Number 603 - 271 - 5254	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor Mr. Desh Ahuja, Executive Vice President	
1.13 Acknowledgment: State of <i>OK</i> County of <i>Cleveland</i> On <i>9-15-04</i> , 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 [Seal] 			
1.13.2 Name & Title of Notary <i>Frank San Antonio Notary</i>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Stephen A. Norton Medicaid Director	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: <i>10-4-04</i>			
1.18 Approval by the Governor and 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 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 or account identified in block 1.5 in the event funds in that account are reduced or unavailable.			

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

CERTIFICATE OF AUTHORITY

(Corporation With Seal)

I Mark Shishida, Clerk/Secretary of the FOX Systems, Inc., do hereby certify that:

- (1) I am the duly elected and acting Secretary of the FOX Systems, Inc., a California corporation;
- (2) I maintain and have custody and am familiar with the Seal and minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 10th day of September, 2004, which meeting was duly held in accordance with California law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Division of Medicaid Business and Planning of the Department of Health and Human Services, providing for the performance by the Corporation of certain MMIS Quality Assurance services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Susan Fox, Chairperson

Mark Shishida, Secretary

Desh Ahuja, Treasurer

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EXHIBIT A: SCOPE OF SERVICES

Date: August 27, 2004

Contract Period: September 1, 2004 or date of Governor and Council Approval which ever is later to December 31, 2006

Contractor:

Name: Fox Systems, Inc.
Address: 6263 North Scottsdale Road - Suite 200
 Scottsdale, Arizona 85250
Telephone: 480-423-8184
Executive: Mr. Desh Ahuja

1. INTRODUCTION

3.1 DEFINITIONS

Term	Definition
Acceptance	A notice from the State that a deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test and/or Review is performed.
Agency	All departments, boards, commissions, other units of the State, and community colleges, unless specifically exempted herein by reference.
CCP	Change Control Procedures
CP	Change Proposal
COTS	Commercial Off-the-shelf Software applications
CM	Configuration Management
Contract	Contract means the binding legal agreement between the State of New Hampshire and Fox Systems, Inc. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contractor	Fox Systems, Inc.
Contract Documents	Contract Documents means the documents identified in Section 2 below that comprise this Contract.
Defects	A failure of a Deliverable or a defect in a Deliverable resulting in its not conforming to approved specification.
Deliverables	A deliverable is any service, software, good, document (letter, report, manual, book, etc.), design, model, or product, provided by Fox Systems, Inc. to the State or under the terms of a

NH Department of Health and Human Services
Office of Medicaid Business and Policy
FOX Systems, Inc. – MMIS Contract
Exhibit A: Scope of Services

Term	Definition
Project	The planned undertaking regarding the entire subject matter of this Contract and the activities of the parties related hereto.
Project Team	The group of State employees and consultants responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Plan on time, on budget and to the required specifications and quality.
Product Vendor	Third party vendors from whom Fox Systems, Inc. purchases products required to build the information technology system.
Project Lifecycle Phases	The Phases of a Project life cycle including but not limited to: written deliverables, requirements analysis and validation phase, design phase, construction and unit testing phase, Integration and System Testing Phase, Conversion Phase, Acceptance Test Phase, Implementation Phase, and Post-Implementation Evaluation Phase.
Project Management Plan	A document that describes the processes and methodology to be employed by Fox Systems, Inc. to ensure a successful project as described the DHHS MMIS QA RFP 2004-002 as amended and in Fox Systems, Inc.'s response, the DHHS MMIS QA RFP 2004-002.
Proposal	Fox Systems, Inc.'s written proposal in response to DHHS MMIS QA RFP 2004-002.
Review	The process of reviewing deliverables for acceptance.
Review Period	The period set for review contained in the Statement of Work for a deliverable. If none is specified then seven (7) business days will apply.
RFP	A Request For Proposal which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.
Services	The all work or labor to be performed by Fox Systems, Inc. on the Project as described in the Contract.
Schedule	The dates described in the Work Plan for deadlines for performance of services and other project events and activities under this Contract.
Software	Software products licensed to the State under this Contract.
Software License	Licenses provided to the State under this Contract.
Specifications	Documents that describe the requirements of and the functions to be performed by the resulting deliverables.
State	STATE is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include the Office of Information Technology and other State agencies as applicable.
Statement of Work	A Statement of Work clearly defines the basic requirements and

2. CONTRACT/ORDER OF PRECEDENCE

This Contract is comprised of the Contract Documents, which are incorporated herein by reference. In the event of conflict or ambiguity among any of the text of the Contract Documents, the following order of precedence shall govern:

- New Hampshire Standard Contract Terms and Conditions, Form P-37;
- Exhibits A, B, C, D, E, F, G, H, I hereto;
- DHHS MMIS QA RFP 2005-002 released May 14, 2004 as amended; Attachment 1 hereto;
- NH Questions and Answers to DHHS MMIS QA RFP 2005-002 released June 2, 2004, Attachment 2 hereto;
- IT Project Required Work Procedures, Attachment 3 hereto;
- FOX Systems, Inc. Proposal to DHHS MMIS QA RFP 2005-002 on June 21, 2004, included herein by this reference, Attachment 4 hereto;
- Technical Authorization – per Agency Contract Manager direction during the Contract period.

3. SCOPE OF SERVICES

FOX Systems, Inc. shall provide the State of New Hampshire, herein referred to as the State, the Services, Software and Deliverables described in this Contract and the Contract Documents. In general, this Non-Exclusive Contract includes licenses, maintenance, training, and associated quality assurance consulting services, planning, and validation and verification of design, installation, data conversion, implementation, documentation, testing, and integration.

3.1 PROJECT MONITORING

The Contractor shall provide a documented, comprehensive and independent Quality Assurance Plan. The documented planned approach and methodologies to be incorporated in QA activities for the project, shall include at a minimum:

- a. Defining the types of problems anticipated in the system and project, how they might be manifested and how the QA process will assist with early detection and strategizing for risk mitigation
- b. Defining analytical and testing strategies and techniques to be used to detect and track project, system and software problems
- c. Producing a plan for monitoring and verifying the project schedule and coordination effort
- d. Describing the approach and techniques to be employed to meet the services and deliverables in the QA RFP. Identify tracking software to be utilized
- e. Defining the methods for confirming that adequate system, interface, security, and financial controls are implemented

- d. Participating in and documenting project review sessions and meetings including the kickoff meeting, weekly status meetings, and other meetings as required by the MMIS Project Manager or the QA Project Manager
- e. Preparing QA status updates as applicable to each project phase
- f. Preparing monthly Project Risk Management reports
- g. Providing a plan for Provider Readiness Monitoring including, but not limited to:
 - 1. Communicating pro-actively with Providers and Billing Agents about the MMIS provider interface
 - 2. Validating that Providers and Billing Agents have been informed of electronic billing mechanisms
 - 3. Verifying that Providers and Billing Agents receive advance instructions, including trading partner agreements, companion guides, and enrollment requirements to facilitate advance preparation for the timely successful transmission of transactions
 - 4. Tracking Provider and Billing Agent issues and propose resolutions
 - 5. Reporting on Provider Readiness Documentation and Communication
- h. Completing overall monthly QA project status reports including: QA risk management report, issue resolution strategies, and update of the QA project plan
- i. Providing a plan for project scope control and change management including, but not limited to:
 - 1. Project Schedule Control System
 - 2. Baseline Scope Determination
 - 3. Issue Tracking Process
 - 4. Change Management Procedures, including Change Control Board
- j. Creating and distributing project newsletters or other media to gradually inform users of change implications

3.3 MEDICAID PROGRAM EXPERTISE

The Contractor shall provide a full-time, on-site program and policy expert with broad experience in health and human services and/or health care, and preferably direct experience in federal and State Medicaid policy, Medicaid best practices, and Medicaid Management Information System processes/policies. The Medicaid policy expert cannot also hold the position of primary project manager.

3.4 PRE-DDI POLICY AND BUSINESS RULES ANALYSIS SUPPORT

The Contractor shall provide Pre-DDI Policy and Business Rules Analysis Support which shall include but not be limited to:

- a. Producing reports for the following activities, including, but not limited to:
 - 1. A review of the documented results of earlier analytical efforts to review NH Medicaid business rules

requirements that can be easily adapted to the new MMIS for the following reports, including but not limited to:

- a. MAR 543-Incurred Expense Report
- b. MAR 544-Actual Incurred Expense Report
- c. MAR 544-by Aid Category Actual Incurred Expense report-Total Cost
- d. MAR 544-by COS with Drug Claims
- e. SURS Profile
- f. CMS 649-Expenditures by Type of Service
- g. MAR W482-Financial Summary
- h. MAR W483-Financial Summary
- i. MAR 101B-Claims Payment Statistics by Provider Type
- j. MAR 101C-Claims Payment Statistics by Category of Service
- k. MAR W487-Recipient Participation Summary
- l. W485-Medicare Participation
- m. SUR 155-Peer Group Profile-Billing
- n. SUR 155-Peer Group Profile-Performing
- o. FNDR-571-Weekly Warrants
- p. FNDR-572-Weekly Warrants
- q. CLCR-333-Age of Claims
- r. CLCR-336-Age of Claims Processed

3.7 DDI-QA.

The Contractor shall provide DDI Quality Assurance (QA) services which shall include using general quality assurance principles, including using a combination of static and dynamic analysis techniques that include, but are not limited to, procedural and document reviews, code inspection and walk-throughs, testing (including automated testing), verify and validate the design, development and implementation of the newly developed MMIS. DDI Quality Assurance Services shall include, but not be limited to:

- a. General and Project Start-Up
 1. Updating and integrating the QA Project Plan with the implementation Project Plan
 2. Providing MMIS/Medicaid subject matter expertise support
 3. Conducting iterative reviews of all Implementation Vendor deliverables and producing final analysis reports on the Implementation Vendor deliverables including but not limited to the list below. Deliverables can be moved between project lifecycle phases based on the approved Implementation work plan:
 - Project Management Plan
 - Detailed Project Work Plan
 - Problem Control and Change Management Plan
 - Project Communication Plan
 - Quality Assurance Plan
 - Issues Tracking and Resolution
 - Requirements Validation Specification
 - Requirements Traceability Matrix

2. Evaluating the requirement specifications for accuracy, completeness, consistency, testability, correctness, and clarity and establish a mechanism for addressing incomplete, ambiguous or conflicting requirements
 3. Reviewing and reporting on the validation of the requirements traceability matrix
 4. Linking results of the Pre-DDI Business Rules Analysis to requirements in the requirement specifications document
- c. Preparing the QA-IV & V Test Plan
 - d. Conducting preliminary risk analyses to assess the adequacy of controls, mechanisms, methods, and procedures to ensure that they function according to objectives. Identifying potential hazards from software failure and identifying means for mitigating failures
 - e. Monitoring, participating in, and reporting on the Joint Application Design (JAD) sessions
 - f. Determining that the design accurately reflects and satisfies all business functional and technical requirements including a detailed design for system interfaces and reporting requirements. Confirming that the design is complete, feasible, and maintainable
 - g. Conducting periodic code inspections and participating in code walkthroughs to assist in the identification of construction defects
 - h. Evaluating and documenting construction and coding methodologies and compliance with coding standards for clarity, commenting, release management, and conformance to design requirements
 - i. Monitoring, supporting, and reporting on Integration and System Testing. This includes supporting the planning, coordination, and execution of test cases and scripts and documenting results. State staff will be actively participating in testing activities
 - j. Validating that the tests conducted are comprehensive, focused, thorough, and are conducted in an organized manner. FOX Systems, Inc. shall at a minimum, perform and report on Technical Reviews, including the following:
 1. Application Structure
 2. Design Standards
 3. Database Structure including Data Models and Database Management
 4. System Capacity
 5. Response Times and System Availability
 6. System Flexibility and Maintenance Features
 7. System Security and Disaster Recover Features
 - k. Reviewing and producing a report on the Conversion plan prepared by the Implementation Vendor

1. Completing an analysis of, and recommendation for, the populations to be trained, specific training needs, and training approaches
 2. Assisting with the selection of tools and methodologies to be used for training including classroom lecture, training manuals, on-line help overviews, and computer and Internet based training
 3. Reviewing and reporting on the plan to train State staff and providers, and validating user-training readiness to verify that at a minimum:
 - a. The training needs of all training groups are addressed
 - b. Appropriate tools are used
 - c. Training covers required processes and procedures
 - d. The schedule allows ample time for training to be conducted
 - e. A plan is included for remedial training needs
 4. Reviewing and reporting on all training materials
 5. Monitoring and reporting on the delivery of training to evaluate the need for improvement and to determine that the objectives of the training plan are met
 6. Reviewing evaluation results from trainees and making recommendations regarding remedial training needs and procedures for ongoing training (new workers, major release, etc)
- o. Operational Readiness –Operational readiness refers to the readiness of the State and its business partners to use the new MMIS. FOX Systems Inc. shall:
1. Monitor the completion of user training
 2. Review the updated MMIS user manual to determine that it has been revised based on changes identified during acceptance testing and training
 3. Review the updated MMIS provider handbooks to determine that they have been revised based on changes identified during acceptance testing and training
 4. Review provider billing instructions and other provider correspondence for accuracy, consistency with requirements, and completeness
 5. Monitor MMIS site readiness
 6. Monitor the implementation of policy and operational changes identified as necessary during the project to facilitate the implementation of the new MMIS
 7. Provide review comments and recommendations, in report format, to the MMIS Project Manager concerning the implementation and the training processes, including but not limited to:
 - a. FOX Systems, Inc. involvement in any proposed implementation plan or strategies that may have been defined
 - b. FOX Systems, Inc.'s comments
 - c. Defined issues and recommendations on implementation plans and associated training activities
 - d. Supporting detail that explains the issues and associated recommendations
 - e. Ultimate "Go - No Go" rationale based on identified risks

4 PERIOD OF PERFORMANCE/TERMINATION

4.1 PERIOD OF PERFORMANCE

The Contract shall take effect after full execution by the parties, and the receipt of required governmental approvals, including but not limited to Governor and Council approval. It shall remain in effect through December 31, 2006 unless otherwise terminated in accordance with this Contract. The State may at its sole discretion extend the contract to June 30, 2008.

If the date for commencement in the Contract precedes the Effective Date, all service performed by the Contactor between the commencement date and the Effective Date shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contractor for any costs incurred or services performed; however if the Contract becomes effective all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

4.2 TERMINATION FOR CONVENIENCE

The State may terminate this Contract at its sole discretion for any reason upon thirty (30) days written notice. Upon termination for convenience, the State is liable only for payment of any undisputed and accepted deliverables in accordance with the Payment Schedule in Exhibit B-1.

During the thirty (30) day period, the Contractor shall close out and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such close out and cessation of Services. If this Agreement is so terminated, the Department shall be liable only for payment in accordance with the terms of the Contract for Services rendered prior to the effective date of termination.

In case of such termination for convenience, the State shall pay to the Contractor the agreed upon price, if separately stated, for deliverables for which acceptance has been given by the State.

4.3 TERMINATION FOR CAUSE

Notwithstanding anything to the contrary, the State reserves the right to terminate this contract, at its reasonable discretion, if it is dissatisfied with FOX Systems, Inc.'s performance, project staff, project manager, without liability to FOX Systems, Inc. If the State terminates the Contract under this section, the State shall have the right to receive prompt reimbursement of all payments made to FOX Systems, Inc. under this Contract for any deliverables that are not usable by the State or another in completing the work hereunder, at the sole judgment of the State. Such termination shall be deemed due to FOX Systems, Inc.'s default, and be without any penalty or liability on part of the State.

Diane Delisle, MMIS Director
129 Pleasant Street, SOPS – Thayer Building
Concord NH 03301
603-271-7238
603-271-2679
diane.delisle@oit.nh.gov

or the designated successor.

6 STATEMENT OF WORK/DELIVERABLES/WORK PLAN

FOX Systems, Inc. shall perform the Services and provide the Deliverables described in this Contract, *including but not limited to*, DHHS MMIS QA RFP 2005-002, Section 2.0: *Software, Services, Requirements, and Deliverables* and Appendix C: System Requirements.

6.1 WORK PLAN

FOX Systems, Inc. shall provide the State with a detailed Work Plan in accordance with this Contract. The Work Plan shall include without limitation a detailed description of the Schedule, Tasks, Deliverables, Critical Events, Task Dependencies, Payment Schedule, and Project Management Plan in accordance with this Contract. The Work Plan shall be submitted to the State within two (2) weeks from the Notice To Proceed and shall be subject to the State's prior approval. If the State does not approve the Work Plan, the State may immediately terminate this contract at its discretion without liability to FOX Systems, Inc. however, FOX Systems, Inc. shall remain liable for its acts or omissions prior to such termination that are unrelated to the State's refusal of the Work Plan. The State will make reasonable efforts to work with FOX Systems, Inc. to have an approved work plan and will not unreasonably withhold approval.

FOX Systems, Inc. shall coordinate, update, and revise the Project Work Plan based on the Implementation Vendor's Work Plan.

In the event of a delay in the schedule, FOX Systems, Inc. shall immediately notify the State in writing. The State expects FOX Systems, Inc. to immediately report to the MMIS Project Manager and QA Project Manager any situation, from any area that needs immediate attention to prevent an adverse effect on the quality, schedule, or budget of the project. The written notification will identify the nature of the delay, i.e. specific actions or inactions of FOX Systems, Inc., the Implementation Vendor, or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the project. The schedule shall automatically extend insofar as the State's review of a deliverable is longer than what is set forth in the schedule.

6.2 WORK PLAN UPDATES

FOX Systems, Inc. shall update the Work Plan as necessary, as agreed to by the State, or as agreed to in the work procedures. Any updates to the Work Plan shall require the prior approval of the State. Unless otherwise agreed to in writing by the State, changes to the

6.4.3 Acceptance Non-Software Deliverables

The State shall review non-software deliverables to determine whether any defects exist. FOX Systems, Inc. shall correct defects within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the defects, the State shall notify FOX Systems, Inc. of its acceptance or rejection of the deliverable.

6.4.4 Termination

Notwithstanding anything to the contrary in this Contract, the State may terminate this Contract, at its sole discretion if any deliverables, non-software deliverables or written deliverables fail acceptance testing or review, as applicable. Upon such termination, the State shall receive prompt reimbursement of all payments made to FOX Systems, Inc. for such deliverables as specified by the State. Such termination shall be deemed due to FOX Systems, Inc.'s default, be without any penalty or liability on part of the State, and the State may pursue its remedies at law or in equity.

7 PROJECT MANAGEMENT

7.1 FOX SYSTEMS, INC.'S PROJECT MANAGER

FOX Systems, Inc. shall assign a Project Manager who shall meet all the requirements of DHHS MMIS QA RFP 2005-002. FOX Systems, Inc.'s selection of a Project Manager shall be subject to the prior approval of the State. The State's approval process may include, at the State's discretion, review of the proposed Project Manager's resume and qualification, and an interview. The Project Manager shall have full authority to make binding decisions under the Contract and shall function as FOX Systems, Inc.'s representative for all project management and technical matters. The Project Manager shall be available to promptly respond within two (2) hours to inquiries from the State and on-site as required, unless otherwise agreed to in writing by the parties. FOX Systems, Inc. shall use his or her best efforts on the Project.

FOX Systems, Inc. represents that its Project Manager shall be qualified to perform the obligations required of the position under the Contract. FOX Systems, Inc. shall immediately notify the State if they desire to remove or replace the Project Manager. Prior to any replacement of the Project Manager, FOX Systems, Inc. shall obtain the State's approval of the replacement Project Manager. The State may, at its reasonable discretion, approve or disapprove FOX Systems, Inc.'s Project Manager, and require removal and replacement of FOX Systems, Inc.'s Project Manager who in the sole reasonable judgment of the State's Project Manager is not performing to the State's satisfaction. Provisions in section 7.2 will also apply to the Project Manager.

7.2 FOX SYSTEMS, INC.'S PROJECT STAFF

FOX Systems, Inc. shall assign project staff that meet the qualifications required by the terms of this Contract, including but not limited to, DHHS MMIS QA RFP 2005-002.

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- e. The State may conduct reference checks on FOX Systems, Inc.'s Project Staff. The State reserves the right to reject FOX Systems, Inc.'s Project Staff as a result of such reference checks
- f. Personnel identified with an asterisk (*) in table 7.2-1: *Project Staff* are considered to be key personnel. FOX Systems, Inc. should make no assignment changes unless emergency conditions arise. However, if the State is unsatisfied with any of the staff, the State can request a change of personnel to be completed within four (4) weeks. For all personnel changes the State should be notified at least two (2) weeks in advance
- g. Personnel identified in table 7.2-1: *Project Staff* must be co-located with the MMIS project team, in Concord, NH, on-site, unless otherwise approved in writing by the State. Identified personnel must be full time, on-site Monday through Friday 8:00 AM to 5:00 PM Eastern Time for the duration of the contract, unless otherwise agreed to by the State QA Project Manager in writing
- h. Additional team members can be added to this list during the project, with prior written approval, by the State QA Project Manager
- i. Notwithstanding anything to the contrary, the State reserves the right to terminate this Contract, at its reasonable discretion, if it is dissatisfied with FOX Systems, Inc.'s Project staff, and QA Project Manager, without liability to FOX Systems, Inc. If the State terminates the Contract under this section, the State shall have the right to receive prompt reimbursement of all payments made to FOX Systems, Inc. under this Contract for any deliverables that are not usable by the State or another Contractor in completing the work hereunder, at the sole judgment of the State. Such termination shall be deemed due to FOX Systems, Inc.'s default, and be without any penalty or liability on part of the State

7.3 REPORTS

FOX Systems, Inc. shall submit reports in accordance with the schedule and terms of this Contract. All reports shall be prepared in formats approved by the State, unless otherwise agreed by the parties in writing.

7.3.1 Status Reports

FOX Systems, Inc. shall produce project weekly status reports, in a format agreed to in writing by both parties, for the entire life of the contract, including the implementation vendor activities, including but not limited to the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two week period
- e. Future activities
- f. Issues and concerns requiring resolution
- g. Financial Status to be updated once a month

- b. The State will provide, on time, any personnel resources as mutually agreed upon and as incorporated into the project work plan

9.3 WORK SCHEDULES

FOX Systems, Inc.'s team will be allowed access to the necessary facilities during off hours with prior approval from the State's QA Project Manager.

9.4 COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY

- a. **WWW Copyright and Intellectual Property Rights.** All rights, title and interest to the State WWW site, including copyright to all data and information shall be and remain with the State. The State shall also have, to the fullest extent permitted by law all rights to any user interfaces and computer instructions embedded within the user interfaces or WWW pages. All WWW pages and any other data or information shall, where applicable, display the State's copyright. All rights, title and interest to FOX Systems, Inc.'s WWW site shall be and remain with FOX Systems, Inc. This section shall survive the termination or expiration of this Agreement
- b. FOX Systems, Inc. agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all confidential information of the State that becomes available to FOX Systems, Inc. in connection with its performance under the Contract. FOX Systems, Inc. shall not use any information developed or obtained during the performance of, or acquired or developed by reason of, the Contract, except as is directly connected to and necessary for performance by FOX Systems, Inc. under the Contract
- c. Any disclosure of the State's confidential information shall require prior written approval of the State. Information shall include, but not be limited to all data, record telecommunications content, studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. The State's confidential information includes but is not limited to information of the State that is not predetermined to be subject to public disclosure under the laws of the State of New Hampshire
- d. FOX Systems, Inc. shall immediately notify the State if a subpoena or other legal process is served upon FOX Systems, Inc. regarding the State's confidential information, and FOX Systems, Inc. shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's confidential information, FOX Systems, Inc. shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law or in equity, including, but not limited to injunctive relief
- e. FOX Systems, Inc. shall not disclose any information developed or obtained during the performance of, or acquired or developed by reason of, the Contract, except as

The allotted time for the first level negotiations shall begin on the date on which the other party receives the Invoking Party's notice. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

12 DELIVERABLES

The Deliverables of this project for FOX Systems, Inc. are set forth in the table 12.1: *IT Services Deliverables and Schedule*.

The deliverable due date may be modified with prior written approval from the State QA Project Manager.

The schedule for the review of implementation vendor deliverables within the project lifecycle phases for the FOX Systems, Inc. deliverable 3.1 in Table 12.1 below may be modified with prior written approval from the State QA Project Manager to align with the MMIS Implementation Vendor's project deliverables schedule.

Table 12-1 :IT Services Deliverables and Schedule (based upon a start date of September 1, 2004 or date of Governor and Council Approval which ever is later)

Number	Description	Date
Project Monitoring - Produce and distribute deliverables including, but not limited to:		
1.1	Overall Finalized QA Plan	Within five (5) business days after contract approved and notice to proceed issued
1.1.1	Review Sessions and Meetings: <ul style="list-style-type: none"> • Kickoff • Weekly Status Meetings • Other Meetings 	Kickoff-five (5) business days after project start. Weekly Status meeting
1.1.2	Publish session and meeting minutes and revised Project Plans	Must be done within two (2) business days after each meeting
1.1.3	Produce monthly Project Status Reports	First business day of the month, beginning October 1, 2004
1.1.4	Produce Monthly Project Risk Management Reports	First business day of the month, beginning October 1, 2004
1.2	Publish QA Work Plan and Schedule	Updated weekly, as required
1.3	Integrate QA Work Plan and Implementation Project Work Plan	February 1, 2005
1.4	Create Project Communication Plan	Within 30 days of project start
1.5	Create a Documentation plan for the Project	Within 30 days of project start
1.6	Create Paper Work and Electronic Media Control Procedures	Within 30 days of project start
1.7	DDI Deliverable Review and Approval Process	December 15, 2004
1.8	Establish process for review and approval of software development results	December 15, 2004
1.9	Create Expenditure Control Plan	Within 30 days of project start
1.10	REMOVED	REMOVED
1.11	Implementation Control Guidelines Plan	Done in conjunction with the MMIS Vendor
1.12	Create Project Newsletters for communication	Beginning November 1, 2004

Number	Description	Date
	<ul style="list-style-type: none"> • Finalized System Test Plan • Finalized Contingency Plan • Finalized Conversion Plan • Integration/System Test Summary • Integration/System Test Results • X12N EDI Companion Guides • Provider Status Evaluation • Revised Detailed System Design • Finalized Training Plan • Finalized Operations Plan • Training Materials/Manuals • Conversion Test Results • Acceptance Test Plan • Acceptance Test Resolutions Document • Acceptance Test Tracking System • Operational Readiness Report • Finalized MMIS User Manuals • Finalized MMIS Provider Handbooks • MMIS Systems Documentation • Results of Final Conversion • Evaluation plan • Evaluation report • Corrective action plan • Certification manuals for each required system function, including first-run reports for federally-required reports 	
3.2	Requirements Traceability Matrix Report	Initial RTM report due November 15, 2004, thereafter updates at specific intervals to include but not limited to: Requirements Validation, General System Design, Detail System Design, SIT, UAT
3.3	JAD session Reports	One (1) day after each JAD session is held by the Implementation Vendor
3.4	Technical Review Report	Five (5) business days after both General System Design, and Detail System Design
3.5	QA Test Plan	November 1, 2005
3.6	Integration and System Testing Report	January 2, 2006
3.7	User Acceptance Test Cases and Scripts	October 3, 2005
3.8	User Acceptance Testing	February 1, 2006
3.9	Issues Tracking Report	Weekly, during test phases
3.10	User Acceptance Testing Report Knowledge Transfer Plan	April 3, 2006
3.11	User and Provider Training Readiness	January 2, 2006

14 ASSIGNMENT

This Agreement and the services contemplated hereunder are personal to FOX Systems, Inc., and FOX Systems, Inc. shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of the State.

15 PERFORMANCE OF CONTRACT IN THE UNITED STATES

FOX Systems, Inc. guarantees to the State of New Hampshire that all services provided for the life of this contract are performed in the United States.

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9/15/2004

1. Identify charges on an individual and item basis;
 2. Aggregate to a total amount for the month;
 3. Accompanied by a written narrative addressed to the Contracting Officer or designee for OMBP detailing the work completed in the proceeding month and the work planned for the ensuing month.
- G. Invoices shall be submitted to Office of Medicaid Business and Policy (OMBP) within ten (10) working days following the end of the month during which the contract activities were completed. The final invoice shall be due to OMBP no later than sixty (60) days after the completion date of this Contract.
- H. Payment will be made by OMBP subsequent to approval of the submitted invoice and if sufficient funds are available in the budget line item submitted by the contractor to cover the costs and expenses incurred in the performances of the services.
- I. The Contractor agrees to use and apply all payments made by the State for direct and indirect costs and expenses associated with the execution of this Agreement. The Contractor's expenses for administration of any subcontractors shall not exceed the amounts identified in the project budget. Allowable costs and expenses shall be determined by the State in accordance with the project budget and applicable state and federal laws and regulations.
- J. The Contractor agrees to not use or apply such payments for capital additions or improvements, dues to societies and organizations, entertainment cost, or any costs not prior approved in writing by the State
- K. The Contractor agrees to the current IT Services Hourly Rate established in Table B-3: Current Hourly Rates.

Table B-3: Current Hourly Rates

Services Position Title	Number of Staff	Rate/Hour (not to exceed)
Client Executive	1	\$ 150.00
Project Manager	1	\$ 135.00
Medicaid Policy Expert	1	\$ 130.00
Pre-DDI Team Lead	1	\$ 135.00
Quality Assurance Lead	1	\$ 130.00
Eligibility Expert	1	\$ 125.00
JAD Facilitator	1	\$ 140.00
Business Analyst	2	\$ 130.00
Test Analyst	2	\$ 125.00
Code Analyst	2	\$ 98.00
Project Planning Analyst	1	\$ 80.00
Senior Business Analyst	1	\$ 130.00

N. The Holdback will be determined based on Exhibit B-2: *Holdback*. The holdback is based on 15% of the total amount for each task (Project Monitoring, Pre-DDI QA, DDI Phase I, DDI Phase II and Post-DDI QA). The holdback amount will only be released 60 days after the successful completion of each project task as determined solely by the State. Determination of the successful completion of each task and the release of the holdback will not be unreasonably withheld. FOX Systems Inc. must request the holdback release funds through an invoice.

O. Invoices shall be sent to:

MMIS QA Contract Manager
Office of Medicaid Business and Policy
NH Department of Health & Human Services
129 Pleasant St., Thayer Building
Concord, NH 03301

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9/15/2004

Deliverables by DDJ Project Life Cycle Phase

A. Project Initiation and Planning	<ol style="list-style-type: none"> 1. Project Management Plan 2. Detailed Project Work Plan 3. Problem Control and Change Management Plan 4. Project Communication Plan 5. Quality Assurance Plan 6. Issues Tracking and Resolution
B. Requirements Analysis and Validation	<ol style="list-style-type: none"> 1. Requirements Validation Specification 2. Requirements Traceability Matrix
C. Design	<ol style="list-style-type: none"> 1. General System Design 2. Detailed System Design 3. Test Environment Preparation 4. Finalized Disaster Recovery Plan 5. Finalized Security Plan
D. Construction and Unit Testing	<ol style="list-style-type: none"> 1. Construction and Unit Test Summary 2. Integration and System Test Scripts 3. MMIS Implementation Plan 4. Finalized System Test Plan 5. Finalized Contingency Plan 6. Finalized Conversion Plan
E. Integration/System Testing	<ol style="list-style-type: none"> 1. Integration/System Test Summary 2. Integration/System Test Results 3. X12N EDI Companion Guides 4. Provider Status Evaluation 5. Revised Detailed System Design 6. Finalized Training Plan 7. Finalized Operations Plan 8. Finalized Training Materials/Manuals
F. Conversion	<ol style="list-style-type: none"> 1. Conversion Test Results
G. Acceptance Test	<ol style="list-style-type: none"> 1. Acceptance Test Plan 2. Acceptance Test Resolutions Document 3. Acceptance Test Tracking System 4. Operational Readiness Report 5. Finalized MMIS User Manuals 6. Finalized MMIS Provider Handbooks
H. Implementation	<ol style="list-style-type: none"> 1. MMIS Systems Documentation 2. Results of Final Conversion
I. Post Implementation Evaluation	<ol style="list-style-type: none"> 1. Evaluation Plan 2. Evaluation Report 3. Corrective action plan 4. Certification manuals for each required system function, including first-run reports for federally-required reports

Phase		
DDI Phase I		
Written Deliverables		
Requirements Traceability Matrix Report	\$	97,900 ✓
1/8 of Report on the Implementation Vendor deliverables	\$	52,338 1
Total	\$	150,238
Requirements Analysis and Validation Phase		
1/8 of Report on the Implementation Vendor deliverables	\$	52,338 2
Total	\$	52,338
Design Phase		
JAD Session Report	\$	72,222 ✓
Technical Review Report	\$	84,322 ✓
1/8 of Report on the Implementation Vendor deliverables	\$	52,338 3
Total	\$	208,882
Construction and Unit Testing Phase		
QA Test Plan	\$	63,420 ✓
1/8 of Report on the Implementation Vendor deliverables	\$	52,338 4
Total	\$	115,758
Integration and System Testing Phase		
Integration and System Testing Report	\$	68,000 ✓
1/8 of Report on the Implementation Vendor deliverables	\$	52,338 5
Total	\$	120,338
Conversion Phase		
1/8 of Report on the Implementation Vendor deliverables	\$	52,338 6
Total	\$	52,338
DDI Phase I Total	\$	699,891
DDI Phase II		
Acceptance Test Phase		
User Acceptance Test Cases and Scripts	\$	71,222 ✓
User Acceptance Testing	\$	77,022 ✓
Issues Tracking Report	\$	54,322 ✓
User Acceptance Testing Report Knowledge Transfer Plan	\$	61,822 ✓
1/8 of Report on the Implementation Vendor deliverables	\$	52,338
Total	\$	316,726
Implementation Phase		
User and Provider Training Readiness Reports	\$	76,890 ✓
Provider Readiness Assessment-Documentation and Communication	\$	57,040 ✓
Provider Readiness Report	\$	40,000 ✓
Operational Readiness Report	\$	35,022 ✓
Implementation Readiness Report	\$	96,222 ✓
Security Plan Report	\$	56,722 ✓
Implementation Close Out Report	\$	70,022 ✓
1/8 of Report on the Implementation Vendor deliverables	\$	52,338 2
Total	\$	484,256
Post Implementation Evaluation Phase		
None		
DDI Phase II Total	\$	800,982

* The schedule for the review of implementation vendor deliverables within the project lifecycle phases for the FOX Systems, Inc. deliverable 3.1 in Table 12.1 below may be modified with prior written approval from the State QA Project Manager to align with the MMIS Implementation Vendor's project deliverables schedule.

EXHIBIT C
SPECIAL PROVISIONS

1. **Providers Obligations:** The Provider covenants and agrees that all funds received by the Provider under the Agreement shall be used only as payment to the Provider for services provided to eligible individuals and in the furtherance of the aforesaid covenants the Provider hereby covenants and agrees as follows:

2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department. (Social Service Block Grant).

4. **Documentation:** In addition to the determination forms required by the Department, the Provider shall maintain a data file on each recipient of Services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Provider shall furnish the Department with all forms and documentation regarding eligibility determinations which the Department may request or require.

5. **Fair Hearings:** The Contractor understands that all applicants for Services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for Services shall be permitted to fill out an application form and that each applicant or reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. **Conditions of Purchase and Payment to Contractor:**

Retrospective Payments: Notwithstanding anything to the contrary contained in the 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 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.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Agreement, nothing herein contained shall be deemed to obligate or require the Department to purchase Services hereunder at a rate which reimburses the Contractor in excess of the Provider's Costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such Service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Agreement or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such Costs, or has received payment in excess of such Costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

7.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

7.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of Costs;

7.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Provider is permitted to determine the eligibility of individuals for Services, the Provider agrees to reimburse the Department for all funds paid by the Department to the Provider for Services provided to any individual who is found by the Department to be ineligible for such Services at any time during the period of retention of records established herein. (Social Services Block Grant).

**Records: Maintenance, Retention, Audit, Disclosure
and Confidentiality:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Provider covenants and agrees to maintain the following records during the Program Period:

8.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all Costs and other expenses incurred by the Provider in the performance of the Agreement, and all income received or collected by the Provider during the Program Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such Costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2 **Statistical Records:** Program statistical and enrollment, attendance or visit records for each recipient of Services during the Program Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of Services and all invoices submitted to the Department to obtain payment for such services.

8.3 **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Provider shall retain medical records on each patient/recipient of Services. (Social Services Block Grant).

9. **Audit and Review:** During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

10. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.

11. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

12. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the Services and the Agreement shall be confidential and shall not be disclosed by the Provider, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the Services and the Agreement; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased Services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Agreement for any reason whatsoever.

13. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.

13.1 **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

13.2 **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Agreement. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

14. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of Units provided for in the Agreement and upon payment of the price hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate; provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as Costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

15. **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:

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;
 - (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;
 - (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;

NH Department of Health and Human Services

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: September 1, 2004 or date of Governor and Council Approval which ever is later through December 31, 2006

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.

NH Department of Health and Human Services

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.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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).

**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.

[Handwritten Signature]

EXECUTIVE V.P.

Contractor Signature

Contractor's Representative Title

FOX Systems, Inc.

9/15/2004

Contractor's Name

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 Signature

EXECUTIVE V.P.

Contractor's Representative Title

FOX Systems, Inc.

Contractor Name

9/15/2004

Date

(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

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) Term and Termination

a. Term. 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.

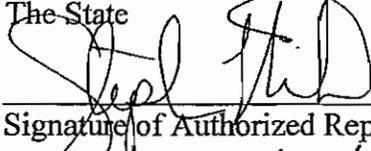
b. Termination for Cause.

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.

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

NA DHHS, OMBP

The State



Signature of Authorized Representative

Stephen A. Norton

Name of Authorized Representative

Director -

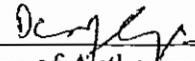
Title of Authorized Representative

9/20/04

Date

FOX SYSTEMS, INC.

Name of the Contractor



Signature of Authorized Representative

DESH AHUJA

Name of Authorized Representative

EXECUTIVE V.P.

Title of Authorized Representative

9/15/2004

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 09/01/2004

DUCEP
 AON SERVICES, INC. OF FLORIDA
 1001 BRICKELL BAY DRIVE, SUITE #1100
 MIAMI, FL 33131-4937
 300-743-8130

Serial # A15768

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	AMERICAN HOME ASSURANCE COMPANY
COMPANY B	
COMPANY C	
COMPANY D	

INSURED
 ADP TOTALSOURCE, INC.
 10200 SUNSET DRIVE
 MIAMI, FL 33173
 *ALTERNATE EMPLOYER:
 FOX SYSTEMS INC.

VERAGES
 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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
				PRODUCTS - COM/OP AGG	\$
				PERSONAL & ADV INJURY	\$
				EACH OCCURRENCE	\$
				FIRE DAMAGE (Any one fire)	\$
				MED EXP (Any one person)	\$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SHARED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE	\$
TRUCK LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY:	
				EACH ACCIDENT	\$
				AGGREGATE	\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
				AGGREGATE	\$
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	RMWC 3023187	08/01/2004	07/01/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
				EL EACH ACCIDENT	\$ 1,000,000
				EL DISEASE - POLICY LIMIT	\$ 1,000,000
				EL DISEASE - EA EMPLOYEE	\$ 1,000,000
OTHER					

LOCATION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 EMPLOYEES WORKING FOR THE ABOVE NAMED CLIENT COMPANY, PAID UNDER ADP TOTAL SOURCE, INC'S PAYROLL, WILL BE COVERED UNDER THE ABOVE STATED POLICY. *THE ABOVE NAMED CLIENT IS AN ALTERNATE EMPLOYER UNDER THIS POLICY.
 UNIT NO. 010-000-0000-000-0285

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE OFFICE OF MEDICAID BUS. & PLAN DEPT. OF HEALTH & HUMAN SERVICES 129 PLEASANT ST., BROWN BUILDING CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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