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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9469 1-800-852-3345 Ext. 9469
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Jeffrey A. Meyers
Commissioner

Donna O'Leary
Chief Information Officer

February 17, 2017

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

Requested Action

Authorize the Department of Health and Human Services, Office of Information Services, to enter into an agreement with Deloitte & Touche LLP (Vendor #174776), 1111 Bagby Street, Suite 4500, Houston, TX 77002 for the provision of completing the Minimum Acceptable Risk Standards for Exchanges (MARS-E) 2.0 Assessment and supporting projects in an amount not to exceed $2,600,000 effective upon Governor and Executive Council approval through April 30, 2020. 90% Federal Funds and 10% General Funds.

Funds to support this request are available in State Fiscal Year 2017. Outstanding contract encumbrances are brought forward into the next State Fiscal Year during the State's fiscal closing process.

05-005-095-954010-5952, HEALTH AND SOCIAL SERVICES, EXECUTIVE COUNCIL, HHS: COMMISSIONER

Fiscal Year	Class/Account	Title	Activity Code	Amount
2017	102/500731	Contracts for Program Services	45139009	$2,340,000
			Subtotal:	*$2,340,000*

05-095-045-450030-2924 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE

Fiscal Year	Class/Account	Title	Activity Code	Amount
2017	34/500099	Capital Projects	45139009	$260,000
			Subtotal:	*$260,000*
			TOTAL:	**$2,600,000**

Explanation

The Department currently meets acceptable privacy and security levels and seeks to further improve those levels, aligned with the Minimum Acceptable Risk Standards for Exchanges (MARS-E) 2.0 Assessment. Completion of the MARS-E 2.0 assessment, in accordance with The Centers for Medicare and Medicaid Services' (CMS) regulations, includes requirements necessary to obtain CMS MARS-E compliance and approval.

Supporting projects include full development and completion of the MARS-E Authority to Connect (ATC) package based on an assessment of the New HEIGHTS system and the new security and privacy controls for the CMS MARS-E 2.0 package. All MARS-E 2.0 Assessment completion requirements and deliverables will be fully developed and completed in accordance with CMS MARS-E regulations and sub-regulatory regulations, requirements, guidance and feedback; and in accordance with CMS mandated timelines.

The Department released a Request for Proposals (RFP) on November 4, 2016, seeking proposals from vendors to provide services to obtain CMS MARS-E 2.0 approval by completing the MARS-E 2.0 assessment in accordance with CMS regulations. These efforts include compliance and remediation planning, completing independent assessments, development and execution of a remediation Plan of Action and Milestone (POAM) and other CMS documentation and deliverables. The purpose is to obtain CMS MARS-E 2.0 approval in order to retain the Authority to Connect to the Federal Hub – a critical element in administering health benefits to New Hampshire citizens. The Request for Proposals closed on November 18, 2016. Two (2) proposals were received. A team of individuals with extensive program knowledge reviewed each proposal. The scores received by each vendor are shown on the attached score sheet.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

Should the Governor and Executive Council not approve this request, the Department's Authority to Connect Agreement (ATC) to the Federal Hub may be at significant risk. The Department may be unable to comply with CMS MARS-E 2.0 regulations for security and privacy according to CMS mandated requirements, which could impact the Department's ability to administer health benefits to New Hampshire citizens.

Area served: Statewide

Source of funds: 90% Federal Funds from the Centers for Medicare and Medicaid Services, Department of Health and Human Services, Medical Assistance Program, CFDA #93.778 and 10% General Funds.

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

Respectfully submitted,

Donna O'Leary
Chief Information Officer

Approved by:

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

New HEIGHTS Security Assessment and Enhancement Project
RFP Name

RFP-2017-OIS-01-NEWHE
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. BerryDunn		100	59
2. Deloitte		100	95
3. 0		100	0

Reviewer Names

1. Donna O'Leary, DHHS Chief Information Officer, **TECHNICAL**
2. David Rollins, Snr. Health Policy Analyst, Office of Information
3. Laurie Snow, IT Manager V, Ofc of Information Systems
4. Mary Calise, Senior Finance Director, OCOM **FINANCE**
5. Beth Kelly, Administrator II, OCOM Finance

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

Denis Goulet
Commissioner

February 23, 2017

Jeffrey Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Deloitte & Touche LLP, (Vendor #174776) of Houston, TX as described below and referenced as DoIT No. 2017-032.

> This is a request to enter into an agreement to complete the Minimum Acceptable Risk Standards for Exchanges (MARS-E) 2.0 Assessment and supporting projects. Supporting projects include full development and completion of the Authority to Connect (ATC) package based on an assessment of the New HEIGHTS system, and the new security and privacy controls for The Centers for Medicare and Medicaid Services (CMS).
>
> The funding amount is not to exceed $2,600,000, and the contract shall become effective upon Governor and Council approval through April 30, 2020.

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

Sincerely,

Denis Goulet

DG/kaf
Contract #2017-032

cc: Bruce Smith, DoIT
Marsha M. Lamarre

FORM NUMBER P-37 (version 5/8/15)

Subject: New HEIGHTS Security Assessment and Enhancement Project (RFP-2017-OIS-01-NEWHE-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Deloitte & Touche LLP		1.4 Contractor Address 1111 Bagby Street Suite 4500 Houston, TX 77002	
1.5 Contractor Phone Number 832-859-8322	1.6 Account Number 05-005-095-954010-5952 05-095-045-450030-2924	1.7 Completion Date April 30, 2020	1.8 Price Limitation $2,600,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Raju Mehta, Partner	

1.13 Acknowledgement: State of Texas , County of Harris

On 02/14/2017 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Renee S. McLarty

RENEE S McLARTY
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-17-2017

1.13.2 Name and Title of Notary or Justice of the Peace

Renee' McLarty, Senior Administrative Assistant

1.14 State Agency Signature Date: 2/21/17	1.15 Name and Title of State Agency Signatory DONNA O'LEARY CHIEF INFORMATION OFFICER

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Yuko - Attorney On: 3/7/17

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

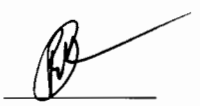
3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials 
Date 02/14/2017

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials 
Date 02/14/2017

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials 

Date 02/14/2017

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Purpose

2.1. The Contractor shall complete the Minimum Acceptable Risk Standards for Exchanges (MARS-E) 2.0 Assessment and Supporting Projects that includes full development and completion of the MARS-E Authority to Connect (ATC) package based on an assessment of the New HEIGHTS system and the new security and privacy controls for The Centers for Medicare and Medicaid Services' (CMS) MARS-E 2.0 package. All MARS-E 2.0 Assessment Completion Requirements and Deliverables will be fully developed and completed in accordance with CMS MARS-E regulations and sub-regulatory regulations, requirements, guidance, and feedback; and in accordance with CMS mandated timelines. The MARS-E 2.0 Assessment Completion includes requirements necessary to gain CMS MARS-E compliance and approval.

2.1.1. The "Patient Protection and Affordable Care Act of 2010" (ACA) requires the Department's integrated eligibility system New HEIGHTS to be MARS-E compliant in order to maintain the authority to connect ATC to the Federal Data Services Hub (FDSH).

2.1.2. CMS' document suite of guidance, requirements, and templates is known as the MARS-E Version 2.0. The guidance in the MARS-E document suite addresses the mandates of the Patient Protection and Affordable Care Act of 2010 (hereafter simply the "Affordable Care Act" or "ACA"), and applies to all ACA Administering Entities.

2.1.3. Version 2.0 of the MARS-E document suite consists of four (4) companion documents:

2.1.3.1. **Volume I: Harmonized Security and Privacy Framework, Version 2.0** - Introduces and defines the CMS framework for managing the security and privacy of the information systems operated by ACA Administering Entities. CMS intends to foster a collaborative discussion with ACA Administering Entities to ensure that the Harmonized Security and Privacy Framework and the overall Framework solution provide the necessary and effective security and privacy standards for the respective systems and data, as well as a flexible basis to support compliance with applicable federal and state security and privacy laws and regulations.

2.1.3.2. **Volume II: Minimum Acceptable Risk Standards for Exchanges, Version 2.0** - Provides detailed background on the content of these security and privacy controls and the agreed-upon direction for how the controls must be used. This document also provides master lists of acronyms and a glossary of terms for the MARS-E document suite.

2.1.3.3. **Volume III: Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges, Version 2.0** - Presents the security and privacy controls necessary and effective for managing ACA systems, data, and privacy in today's threat environment. As noted in Volume II, CMS adds new security and privacy controls introduced in National Institute of Standards and Technology (NIST) Special Publication 800-53 Rev 4. The security and privacy controls in Volume III of the MARS-E document suite also:

2.1.3.3.1. Presents implementation standards for key security and privacy controls consistent with the updated specifications of privacy and security requirements contained in Department of Health and Human Services ACA Regulations (45 CFR §§155.260 and 155.280).

2.1.3.3.2. Communicates revised Internal Revenue Service (IRS) requirements in IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies for safeguarding Federal Tax Information (FTI).

2.1.3.4. **Volume IV: ACA Administering Entity System Security Plan, Version 2.** - Includes detailed instructions for supplying the contents of a System Security Plan (SSP), which includes:

2.1.3.4.1. Part A, Executive Summary and System Identification;

2.1.3.4.2. Part B, the System Security Controls Implementation Plan;

2.1.3.4.3. Part C, the System Privacy Controls Implementation Plan;

2.1.3.4.4. Part D, SSP Attachments;

2.1.3.4.5. Appendix A – IRS Requirements for Safeguarding Federal Tax Information (FTI); and

2.1.3.4.6. Appendix B – Security and Privacy Agreements and Compliance Artifacts Parts B and C include the contents of Volume III: Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges for completion of details by Administering Entities

3. Scope of Work

3.1. MARS-E 2.0 Assessment

3.1.1. The Contractor shall fully create, address, develop and complete all CMS deliverables defined in MARS-E 2.0 Assessment requirements and assemble all necessary evidence for submission to the Department and CMS for approval. Deliverables will be considered complete once Department and CMS approval is obtained.

3.1.2. The Contractor shall provide all assessment and remediation to the Department and Department vendors for the full completion of the MARS-E 2.0 Assessment. Remediation efforts will minimally include but may not be limited to the list of controls identified in Attachment A, Controls List.

3.1.3. The Contractor shall support iterative submissions to CMS of the SAR, ISRA, SSP and POA&M in accordance with recommendations from CMS.

3.1.4. System Security Plan (SSP)

3.1.4.1. The Contractor shall develop and complete the System Security Plan (SSP) according to the MARS-E 2.0 regulations, guidelines and CMS guidance.

3.1.4.2. The Contractor shall develop and complete the Security and Privacy Workbooks according to the MARS-E 2.0 regulations, guidelines and CMS guidance.

3.1.4.3. The Contractor shall specifically use the CMS guidance document - Volume IV: ACA Administering Entity System Security Plan for this deliverable. Deliverables are considered complete upon the Department and CMS final approval.

3.2. Security & Privacy Assessment Report (SAR)

3.2.1. The Contractor shall conduct and complete the Security and Privacy Controls Assessment (SCA) of the New HEIGHTS system against the full set of MARS-E 2.0 controls. Security & Privacy Controls Assessment (SCA) should minimally include:

3.2.1.1. Security Control Technical Testing;

3.2.1.2. Adherence to the Organization's security and privacy program, policies and guidance;

3.2.1.3. Network and Component Scanning;

3.2.1.4. Configuration Assessment;

3.2.1.5. Documentation Review;

3.2.1.6. Personnel Interviews; and

3.2.1.7. Observation.

3.2.2. The Contractor shall Develop and complete the Security Assessment Report (SAR) according to the MARS-E 2.0 regulations, guidelines and CMS guidance.

3.2.3. The Contractor shall provide automated tools to compliment New Hampshire's limited amount of tools and use those automated tools to validate controls as specified by CMS.

3.2.4. The SAR should contain at a minimum steps taken to achieve end results, methods and tools used, contain a completed table to show all findings, and a rollup of all findings.

3.2.5. The Contractor shall specifically use - *Volume III: Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges* and *Framework for the Independent Assessment of Security and Privacy Controls* for this deliverable. Deliverables are considered complete upon the Department and CMS final approval.

3.3. Information Security Risk Assessment (ISRA)

3.3.1. The Contractor shall conduct an Information Security Risk Assessment (ISRA). At a minimum, the documentation needs to include all high risk findings/vulnerabilities in the environment as defined by CMS documentation and ongoing feedback.

3.3.2. The Contractor shall specifically use - *Information Security Risk Assessment Procedure* guidance document for this deliverable. Deliverables are considered complete upon the Department and CMS final approval.

3.4. Plan of Action and Milestones (POAM)

3.4.1. The Contractor shall develop a fully populated and aligned Plan of Action and Milestones (POAM) Document listing the controls that need to be implemented based on the results of the assessment.

3.4.2. The Contractor shall develop an aligned remediation strategy and plan with timeline to implement the full set of applicable controls for the MARS-E 2.0 compliance.

3.4.3. The Contractor shall develop and complete a plan to address/mitigate privacy issues and assist the Department to submit mitigation response.

3.4.4. The Contractor shall ensure POAM controls will be individually listed in the POAM document. Any POAM items that have the same resolution will be grouped and referenced to each other in a clear, concise manner.

3.4.5. The Contractor shall ensure POAM, SSP, ISRA & SAR are consistent and are an accurate reflection of the DHHS New HEIGHTS current environment in regards to identified findings and POAMs.

3.4.6. The Contractor shall specifically use - *Plan of Action and Milestones Template V4 2.xlsx* for this deliverable. Deliverables are considered complete upon the Department and CMS final approval.

3.5. MARS-E 2.0 Supporting Enhancement Project Requirements

The MARS-E 2.0 Supporting Enhancement Project Scope shall include MARS-E 2.0 alignment support of identified security risks for the following security projects:

3.5.1. Risk Management

The intent of this project is to build and develop a Risk Management program to govern systems processing Medicaid data and manage risks as Medicaid data flows through DHHS systems. DHHS requires support, coordination and completion of the following remediation efforts, in accordance with NIST guidelines, related to the risk management program.

3.5.1.1. The Contractor shall develop and complete a Cyber Security Charter for the agency that would define the mission, scope, accountability, organizational structure and authority for effective risk management.

3.5.1.2. The Contractor shall develop and complete business processes and procedures for cyber security policy life cycle management to include but not limited to:

3.5.1.2.1. Initiation;

3.5.1.2.2. Development;

3.5.1.2.3. Deployment;

3.5.1.2.4. Review and revision tracking; and

3.5.1.2.5. Exception management.

3.5.1.3. The Contractor shall develop and complete templates for Security policies, procedures and standards.

3.5.1.4. The Contractor shall develop and complete the Security Policy Handbook that will include:

3.5.1.4.1. Information Security Policy;

3.5.1.4.2. Risk Management Policy;

3.5.1.4.3. Access Control Management Policy;

3.5.1.4.4. Incident Management Policy; and

3.5.1.4.5. Process for exception management and tracking policy compliance.

3.5.1.5. The Contractor shall develop and complete the strategy and architectural blueprint for enterprise risk governance to include:

3.5.1.5.1. Roles and responsibilities for risk management reporting and accountability requirements;

3.5.1.5.2. Policy alignment and management;

3.5.1.5.3. Integrated risk; and

3.5.1.5.4. Compliance strategy.

3.5.1.6. The Contractor shall develop and complete risk management methodology to rationalize risk controls and manage enterprise risks in accordance with NIST guidelines. Methodology shall include:

3.5.1.6.1. Identification of enterprise risk categories;

3.5.1.6.2. Risk profile;

3.5.1.6.3. Risk register;

3.5.1.6.4. Architecture design for linking risks to controls; and

3.5.1.6.5. Additional criteria to be identified by the Department.

3.5.1.7. The Contractor shall develop and complete a risk harmonized single integrated view of security control requirements with traceability to authoritative sources. Authoritative sources shall minimally include:

3.5.1.7.1. NIST Cyber Security Framework;

3.5.1.7.2. Health Insurance Portability and Accountability Act (HIPAA) – Security Rule;

3.5.1.7.3. CMS MARS-E;

3.5.1.7.4. Internal Revenue Services (IRS) 1075;

3.5.1.7.5. Security requirements from Office of the Administration for Children and Families (ACF); and

3.5.1.7.6. Security requirements from Select-agent requirements for Center for Disease Control and Procedures (CDC)

3.5.1.8. The Contractor shall develop the repository for single source of truth for compliance for the above listed authoritative sources.

3.5.1.9. The Contractor shall develop an approach which shall include the process for conducting security related risk and compliance assessments in accordance with the NIST cyber security framework.

3.5.1.10. The Contractor shall develop processes to track and prioritize risks and remediation activities based on the organization's appetite for risk tolerance and the organization's risk.

3.5.1.11. The Contractor shall identify and track potential risks.

3.5.1.12. The Contractor shall maintain a library of assessment questions.

3.5.1.13. The Contractor shall track and report on findings and risk profile.

3.5.2. **Third-Party Risk Management (TPRM)**

DHHS provides many programs and services for individuals, children, families and seniors; and administers programs and services such as mental health, developmental disability, substance abuse and public health. To effectively deliver these programs and services, DHHS partners with various third-party vendors. This requires the Department to entrust sensitive information and operations with third-parties which in turn places the Department at increased regulatory and reputational risk. To mitigate

this risk, the Department requires an effective TPRM program. To support this initiative, the Contractor shall:

3.5.2.1. Catalog and classify the Department's third parties (partners, service providers etc. [~50]);

3.5.2.2. Create profiles of third parties to include details such as primary contact, contract expiration, renewal options, business/program in DHHS served, applicable regulatory controls and other information for effective vendor relationship and risk management;

3.5.2.3. Conduct workshops with stakeholders (i.e., Security group, contracting group etc.) to review existing third-party management lifecycle processes and identify gaps;

3.5.2.4. Establish the TPRM lifecycle based on NIST guidelines;

3.5.2.5. Develop TPRM policy;

3.5.2.6. Develop a risk assessment questionnaire and conduct risk assessments of up to fifteen (15) third parties using the questionnaire. Tabulate results using standard risk assessment tiers; and

3.5.2.7. Develop a risk stratification process to identify potential risks associated with the sampled vendors. Establish the Governance, framework, controls, oversight and reporting process for the TPRM program.

3.5.3. **Vulnerability Management**

The Vulnerability Management initiative tests and analyzes the State's infrastructure and network components for vulnerabilities and secure configuration standards based on NIST standards. As part of this initiative the Contractor shall conduct the following three (3) assessments:

3.5.3.1. Internal Network Assessment;

3.5.3.2. External Network Assessment;

3.5.3.3. Secure Configuration Review; and

3.5.3.4. To effectively conduct assessments in the above three (3) categories, the Contractor shall:

3.5.3.4.1. Inventory and map assets on the segment of the network that accommodates data flow to the NH EASY and the NEW HEIGHTS environments;

3.5.3.4.2. Build a network map to provide visibility on connected and dependent devices for the NEW HEIGHTS environment;

3.5.3.4.3. Identify and assign business value to the inventoried assets;

3.5.3.4.4. Conduct vulnerability scans inside the network for no less than six (6) selected Class C ranges;

3.5.3.4.5. Provide a report that has, at a minimum, the CVE#, description of the vulnerability and the CVSS score for the internal network scan;

3.5.3.4.6. Conduct vulnerability scans outside the network blocked by firewall. This test needs to include internet facing network devices such as firewalls, proxy servers etc., that are used to support DHHS systems handling Medicaid data. Test needs to be conducted on no less than fifteen (15) selected Class C ranges;

3.5.3.4.7. Provide a report that has, at a minimum, the CVE#, description of the vulnerability and the CVSS score for the external network scan;

3.5.3.4.8. Conduct multiple forms of testing to provide the Department with more awareness of the potential security vulnerabilities;

3.5.3.4.9. Review results and identify false positives;

3.5.3.4.10. Conduct secure configuration review of select internal devices (e.g., firewalls, routers, proxy servers, critical servers) that support DHHS systems processing Medicaid data, to identify variances from NIST practices. Configuration review needs to be conducted on no less than sixteen (16) devices;

3.5.3.4.11. Conduct port scanning to identify any open ports or services on devices or servers reachable via the Internet;

3.5.3.4.12. Connect to open ports using various network utilities to determine the type(s) of operating system(s), firewall application(s), and network service versions being used;

3.5.3.4.13. Use vulnerability testing tools and techniques such as custom validation and reporting scripts to identify specific vulnerabilities or exposure points (e.g., shared drives and NFS mounts, SNMP management vulnerabilities, insecure Windows registry settings, etc.);

3.5.3.4.14. Conduct vulnerability scanning to identify known problem areas of operating systems, mail servers, web servers, DNS servers, routers, and firewalls;

3.5.3.4.15. Carefully plan the controlled testing in close coordination with DHHS and DoIT personnel; and

3.5.3.4.16. Provide subject matter expertise to prioritize the remediation of identified vulnerabilities.

3.5.4. Data Classification

The Department uses immense quantities of information, obtained from diverse data sources, to provide services to the citizens of New Hampshire. Classification of Department data will aid in determining the appropriate security controls for the protection of data. The purpose of this initiative is to establish a data classification program and develop a framework for classifying data based on its level of sensitivity, value and criticality to the mission of the organization and as required by the security policy of the organization. To establish the data classification program in DHHS, the

Contractor shall:

3.5.4.1. Conduct workshops with business stakeholders and/or business units to identify the sensitivity levels of different datasets that comprise that enterprise data;

3.5.4.2. Create a classification scheme, three (3) to four (4) levels, based on the criticality and sensitivity of the enterprise data should that data be disclosed, altered or destroyed without authorization;

3.5.4.3. Establish the classification framework in accordance with NIST guidelines;

3.5.4.4. Identify business owners accountable for information governance (data owners);

3.5.4.5. Create a classification scheme that defines attributes for data classification, such as data ownership, definition of security levels (confidentiality, integrity and availability), and a brief description of data retention and destruction requirements. If an appropriate classification cannot be determined for certain data sets, the Federal Information Processing Standards (FIPS) Publication 199 (http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf) needs to be used;

3.5.4.6. Conduct workshops and/or create awareness materials for data owners to understand the data classification and the value of the assets they own;

3.5.4.7. Develop a data classification policy to ensure that information and data are labeled, handled, protected and otherwise secured in a manner consistent with the data classification categories;

3.5.4.8. Define steps and develop procedures for the Department and the employees to identify, classify and mark data classification (examples where tags are added – document header/footer, watermark in the document, metadata field in the document, email subject line, email message footer etc.) when data is obtained, created, used, stored, transported or destroyed;

3.5.4.9. Define steps to be followed by agency and employees to protect information, based on classification, when data is stored, used and transported as part of business process;

3.5.4.10. Develop data handling policy and procedure with explicit instructions and specific controls that apply for the information based on the classification schema;

3.5.4.11. Conduct workshops to document use cases for data protection;

3.5.4.12. Develop no less than fifteen (15) use cases for data protection; and

3.5.4.13. Develop procedures to integrate data classification, data handling and data protection with the PMO and Contracting functions in the organization.

3.5.5. **Insider Threat Program (ITP)**

The Insider Threat Program initiative minimizes the irrevocable harm – malicious, exploited or unintentional to Medicaid services and/or information. As part of this initiative, the Contractor shall develop and execute an insider threat detection program and shall perform the following activities:

3.5.5.1. Conduct a workshop/presentation to DHHS Executive Leadership to demonstrate the threat of behavioral risk (malicious, exploited and unintentional) to the functions of the organization and obtain consensus;

3.5.5.2. Demonstrate to the DHHS Executive Leadership how the roadmap for the ITP will be aligned to the organizations culture and address compliance (CMS requirements);

3.5.5.3. Identify vulnerabilities, catalog behavioral risk indicators and evaluate risks, catalog insider threats and assist the DHHS Executive Leadership to prioritize insider threats;

3.5.5.4. Develop an insider threat prioritization framework based upon identified risks and threat vectors that pertain to DHHS. Framework needs to provide a structure for how DHHS can collect, correlate, and visualize potential risk indicators across the workforce and potentially disrupt emerging insider threats;

3.5.5.5. Develop use cases in accordance with the prioritization framework. Use cases need to focus on common ways data can be ex-filtrated and other key threats (e.g., sabotage and espionage) and documented in order to capture key data elements;

3.5.5.6. Develop an actionable and prioritized roadmap designed to mature the insider threat program. The roadmap shall include:

3.5.5.6.1. Technologies (e.g. Threat detection software, DLP, decision support tools etc.) required to support the program;

3.5.5.6.2. Personnel skills required to support the program; and

3.5.5.6.3. Integration with Enterprise GRC.

3.5.5.7. Assist in the development of communication plan to support launch of ITPIdentify and recommend areas for improvement of current Security Awareness & Training program to address insider threats;

3.5.5.8. Establish governance to ensure insider threat detection program is legally sound, compliant with regulations and follows the pre-approved concept of operations, policies and procedures; and

3.5.5.9. Establish program metrics to measure the program's effectiveness. Metrics to include the number of risk alerts generated, inquires conducted, investigations opened, proprietary documents recovered, etc.

3.5.6. SIEM, IdM, and MFA Tuning and Refinement for MARS-E 2.0

The DHHS New HEIGHTS QRadar instance operates in the State of New Hampshire Data Center and is integrated with New HEIGHTS system components (zOS, WebSphere, Apache, zLinux, DB2, RACF).

The Department has developed an IBM Identity and Multi-Factor-Authentication (MFA) solution. This solution includes application management of custom Java application program interfaces (API) and integration with the New HEIGHTS Java application, the Lawson ERP system, LDAP and RACF on the mainframe.

3.5.7. SIEM Tuning and Refinement

3.5.7.1. The Contractor shall include a thorough review of the SIEM logging based upon new MARS-E 2.0 standards and requirements, providing support and development to update, edit, enhance, refine and tune the implementation in order to develop a MARS-E 2.0 compliant system information and event management monitoring system.

3.5.7.2. The Contractor shall provide implementation support which includes:

3.5.7.2.1. Reporting;

3.5.7.2.2. Resolution for the Security Information and Event Management (SIEM) system to optimize performance and monitor risk based on the MARS-E 2.0 requirements; and

3.5.7.2.3. Monitoring and tuning of event analysis and correlation. To develop a comprehensive profile of SIEM events in order to tune and refine, this activity will be performed as an ongoing process through the contract term, and shall include:

3.5.7.2.3.1. Tuning of SIEM alerts based on evolving requirements and vulnerabilities based on MARS-E 2.0 guidance;

3.5.7.2.3.2. Assessing and enhancing existing use cases, reports, triggers, events and alerts to ensure the system meets or exceeds MARS-E 2.0 CMS regulations, requirements, and guidance; this includes daily review of system events including logs, events, and indicators in support of continually assessing the system;

3.5.7.2.3.3. Identifying, reviewing, analyzing, escalating, and remediating to completion any triggered alerts / events.

3.5.7.2.3.4. Creating weekly summary reports of SIEM activity, events, and alerts triggered, and remediation/ resolution status for each alert / event triggered;

3.5.7.2.3.5. Providing resource assessments, remediation and other plans to develop a stable and complaint operational system and an action plan for future maintenance and operations;

3.5.7.2.3.6. Providing technical support, patches, and periodic upgrades;

3.5.7.2.3.7. Proactively working with the Department and State staff to continue refining the SIEM by identifying, tracking and resolving any false positive events and alerts to ensure system is functioning as optimally as achievable; and

3.5.7.2.3.8. Providing technical support and expertise for IBM Security Information and Event Management System (QRadar) v7.2.3.

3.5.8. **IdM MARS – E 2.0 Tuning and Refinement**

3.5.8.1. Technical Support for IBM Security Identity Manager (ISIM) and IBM Security Privileged Identity Manager (ISPIM). The IdM solution supports the following functions and stakeholders:

3.5.8.1.1. Citizen and Provider registration in NH EASY;

3.5.8.1.2. NH EASY login for citizens & providers;

3.5.8.1.3. Granting DHHS employees, community partners and Contractor access to New HEIGHTS;

3.5.8.1.4. Modifications of New HEIGHTS access rights for employee and contractor;

3.5.8.1.5. New HEIGHTS and NH EASY user self-service change and forgot password; and

3.5.8.1.6. Privileged developer access to RACF (New HEIGHTS and NH EASY infrastructure);

3.5.8.2. The IdM is integrated with the following enterprise services:

3.5.8.2.1. New HEIGHTS & NH EASY Web Services maintained by New HEIGHTS/Deloitte;

3.5.8.2.2. zOS RACF maintained by TSG;

3.5.8.2.3. LAWSON HR system maintained by DoIT; and

3.5.8.2.4. Directory Server/LDAP maintained by TSG.

3.5.8.3. To support IdM requirements per MARS-E 2.0 guidance, the IdM used for identity management and MFA shall be monitored and tuned based on monitoring results for the duration of the contract term, including:

3.5.8.3.1. Conducting troubleshooting of ISIM & IPIM issues and work with application team for resolution;

3.5.8.3.2. Working with multiple stakeholders (Application team, Infrastructure team, etc.) for troubleshooting any issues;

3.5.8.3.3. Providing Support for ISIM, IPIM including service reboot/re-start support, testing of new patches in the non-PROD region and applying the patch to the appliance;

3.5.8.3.4. Monitoring of system resource usage, log files and other exceptions including coordination with stakeholders, troubleshooting, communication and problem resolution;

3.5.8.3.5. Audit reporting and management, support for audit and accountability management requests for information;

3.5.8.3.6. Operation of IdM directory server;

3.5.8.3.7. Monitoring of hardware health (CPU, Memory, Disk space);

3.5.8.3.8. Management of IdM application Web services integration;

3.5.8.3.9. Analyzing, testing and applying Contractor upgrades/patches, including proper backup mechanism before applying upgrades/patches; and

3.5.8.3.10. Proper audit log archiving and rotation based on CMS requirements.

3.5.9. **Privacy Program**

3.5.9.1. Privacy Project Introduction

3.5.9.1.1. The Department is responsible for protecting the Privacy of individuals and their personally identifiable information (PII) that is collected, maintained, used, shared, and disposed of by Programs and Information Systems in DHHS. It is also the responsibility of NH DHHS to ensure compliance with all applicable privacy laws, regulations, and agreements.

3.5.9.1.2. 45 C.F.R §155.260(a)(1) - Privacy and security of personally identifiable information, establishes creation, collection, use and disclosure of PII, where the collection of PII is for the purposes of determining eligibility for enrollment.

3.5.9.1.3. Other federal, state, or territory privacy laws and regulations may also apply to NH DHHS business functions and the information systems in addition to 45 C.F.R. §155.260.

3.5.9.1.4. CMS requires NH DHHS to identify, document, and implement privacy control requirements using the Catalog of Minimum Acceptable Risk Security and Privacy Controls, Volume III, Version 2.0.

3.5.9.1.5. The Privacy Controls are the administrative, technical, and physical safeguards employed to protect and ensure proper handling of PII. MARS-E 2.0 features eight (8) new families of privacy controls based on NIST SP 800-53 Rev 4 Appendix J, and CMS Acceptable Risk Safeguards (ARS) 2.0 control sets customized for ACA.

3.5.9.2. The privacy control families are:

3.5.9.2.1. Authority and Purpose (AP);

3.5.9.2.2. Accountability, Audit, and Risk Management (AR);

3.5.9.2.3. Data Quality and Integrity (DI);

3.5.9.2.4. Data Minimization and Retention (DM);

3.5.9.2.5. Individual Participation and Redress (IP);

3.5.9.2.6. Security (SE);

3.5.9.2.7. Transparency (TR);

3.5.9.2.8. Use Limitation (UL); and

3.5.9.2.9. Privacy Program Requirements

3.5.9.3. To support and complete the Privacy Program initiative the Contractor shall:

3.5.9.3.1. Analyze and document the business environment, business functions and information systems in which PII will be collected created, used, disclosed, retained, and destroyed;

3.5.9.3.2. Analyze and document the legal environment, including state laws and agreements that will govern the NH DHHS business functions and use of PII;

3.5.9.3.3. Analyze and document how NH DHHS has interpreted and implemented the privacy obligations outlined in 45 CFR §155.260(a)(3)(i-viii);

3.5.9.3.4. Catalog Individuals responsible for oversight of the NH DHHS privacy program and who will monitor privacy compliance including the NH DHHS Senior Official for Privacy;

3.5.9.3.5. Identify and record potential privacy risks;

3.5.9.3.6. Identify and document how a control(s) in the Catalog of Minimum Acceptable Risk Security and Privacy Controls, Volume III, Version 2.0 applies to NH DHHS operational and system environment;

3.5.9.3.7. Cross-walk and ensure controls identified in the Authority and Purpose (AP) match the control in the System Security Plan (SSP);

3.5.9.3.8. Establish the privacy program based on the controls documented in the System Security Plan (SSP);

3.5.9.3.9. Create education and training program;

3.5.9.3.10. Create privacy policies and standard operating procedures (e.g. the Privacy Incident Response Plan); and

3.5.9.3.11. Create data retention and destruction procedures to align with the MARS-E control requirements.

3.6. Project Management Requirements

3.6.1. The Contractor shall conduct advanced planning, schedule coordination and overall orchestration as required to drive results from project initiation through completion.

3.6.2. The Contractor shall work within State resource constraints.

3.6.3. The Contractor shall record, list, escalate and track to resolution all risks associated with MARS-E 2.0 Assessment Completion including but not limited to planning, scheduling, resource utilization required to complete MARS-E 2.0 Assessment Completion Requirements and Deliverables.

3.6.4. The Contractor shall develop, complete, and conduct full management of the project communication plan, risk registry and action items.

3.6.5. The Contractor shall conduct all necessary workshops, interviews, meetings and presentations on site at the DHHS Concord NH area locations. Upon approval from the DHHS project manager, other MARS-E 2.0 assessment activities may be completed remotely.

3.6.6. Contractor shall not interact with CMS, or act on behalf of the Department at any time during this engagement unless prior written consent is provided by the Department.

3.6.6.1. The Contractor shall meet or exceed CMS level of compliance according to all regulatory and sub-regulatory standards, requirements, guidelines, and feedback in the completion of all MARS-E 2.0 Assessment Completion Requirements and Deliverables.

3.6.6.2. The Contractor shall begin all MARS-E 2.0 Assessment Completion work simultaneously, as identified by the Department, where possible. Contractor should not have the expectation that MARS-E 2.0 Assessment Completion work will be completed using a waterfall sequence methodology.

3.6.6.3. The Contractor shall deliver to the Department ongoing, updated, drafts of all MARS-E 2.0 Assessment Completion Deliverables on a weekly basis; minimally two (2) days prior to the Department's weekly CMS status meetings.

3.6.6.4. In reference to the aforementioned remediation plans; the Contractor shall provide one consolidated remediation plan that minimally addresses all gaps, recommendations, implementations, and order of operation sequencing of all included activities.

3.6.6.5. The Contractor shall conduct in-person sessions with DHHS management to prepare, present, and deliver final reports, plans, and recommendations.

4. Deliverables

4.1. MARS-E 2.0 Assessment Deliverables

4.1.1. All deliverables listed are consistent with Section 3, Scope of Work. The deliverables included in the MARS-E 2.0 Assessment Completion are significantly time-constrained.

4.1.2. The Contractor shall fully engage in the project immediately upon approval of this agreement.

4.1.3. The Contractor shall ensure that all deliverables are delivered to the Department at least five (5) days in advance of the approved timeline.

4.1.4. Deliverables are considered complete upon the Department and CMS final approval.

4.2. MARS-E 2.0 Assessment Completion Deliverables:

4.2.1. Completed SAR;

4.2.2. Completed SSP template and workbooks;

4.2.3. Completed ISRA;

4.2.4. POAM document and map;

4.2.5. Weekly updated drafts of SAR, SSP and workbooks, ISRA, and POAM;

4.2.6. Remediation plan for all high risk findings;

4.2.7. Project Plan;

4.2.8. Risk Management Plan;

4.2.9. Weekly status reports; and

4.2.10. Meeting schedule for each work track.

4.3. MARS-E 2.0 Supporting Enhancement Projects Deliverables

All deliverables listed in this section will be consistent with section 3.1 Requirements above. Efforts and activities defined above shall be complete in entirety, at a minimum reporting of those efforts will be included in the deliverables outlined below. Additional deliverables to provide more comprehensive reporting can be included as recommendations in the proposal.

4.3.1. **Risk Management:**

4.3.1.1. Cyber Security Charter;

4.3.1.2. Policy Lifecycle Management Process;

4.3.1.3. DHHS Security Policies Handbook;

4.3.1.4. Strategy and Architectural Blueprint for Enterprise Risk Governance;

4.3.1.5. Risk Management Methodology document;

4.3.1.6. Processes to update and maintain the harmonized risk requirements;

4.3.1.7. Rationalized control framework from six (6) authoritative sources;

4.3.1.8. Risk assessment methodology and processes document; and

4.3.1.9. Fully developed remediation plan that provides a NH DHHS roadmap for future implementation of all recommendations and identified gaps.

4.3.1.9.1. Contractor shall deliver the remediation plan as part of the consolidated remediation plan referenced in Section 3.6, Project Management Requirements.

4.3.2. **Third party Risk Management Program:**

4.3.2.1. Catalog and classification of DHHS's third parties including profiles of third parties;

4.3.2.2. Plan and schedule for conducting Workshops with stakeholders regarding TPRM process and grants;

4.3.2.3. Documentation of outcomes of TPRM workshops;

4.3.2.4. Third-Party Risk Management (TPRM) Operating Model and Policy;

4.3.2.5. Risk Assessment Questionnaire and tabulated results from the sample;

4.3.2.6. Documentation of Governance, framework, controls, oversight, and reporting process for TPRM;

4.3.2.7. Develop training materials for TPRM process;

4.3.2.8. TPRM Program Roll-Out Development Plan; and

4.3.2.9. Fully developed remediation plan that provides a NH DHHS roadmap for future implementation of all recommendations and identified gaps.

4.3.2.9.1. Contractor shall deliver the remediation plan as part of the consolidated remediation plan referenced in Section 3.6, Project Management Requirements.

4.3.3. **Vulnerability Management:**

4.3.3.1. Internal network testing report;

4.3.3.2. External network testing report;

4.3.3.3. Device Secure Configuration assessment report; and

4.3.3.4. Full Developed vulnerability remediation report.

4.3.4. **Data Classification:**

4.3.4.1. Plan and schedule for conducting all workshops defined in the requirements regarding data classification;

4.3.4.2. Documentation of outcomes of Data Classification workshops;

4.3.4.3. Data Classification Policy and Procedure Manual;

4.3.4.4. Data classification scheme;

4.3.4.5. Classification framework and data Governance documentation;

4.3.4.6. Five (5) High Level Data Flow Maps;

4.3.4.7. Documentation of up to Fifteen (15) Data Handling Use Cases; and

4.3.4.8. Fully developed remediation plan that provides a NH DHHS roadmap for future implementation of all recommendations and identified gaps.

4.3.4.8.1. Contractor shall deliver the remediation plan as part of the consolidated remediation plan referenced in Section 3.6, Project Management Requirements.

4.3.5. **Insider Threat Program:**

4.3.5.1. Plan and schedule for conducting all workshops defined in the requirements regarding the Insider Threat Program;

4.3.5.2. Documentation of outcomes of Insider Threat Program workshops;

4.3.5.3. Insider threat prioritization framework;

4.3.5.4. Five (5) insider threat use cases;

4.3.5.5. Insider Threat Program maturity roadmap;

4.3.5.6. Communication Plan for the ITP;

4.3.5.7. Governance Plan for ITP;

4.3.5.8. Program Metrics documentation; and

4.3.5.9. Fully developed remediation plan that provides a NH DHHS roadmap for future implementation of all recommendations and identified gaps.

4.3.5.9.1. Contractor shall deliver the remediation plan as part of the consolidated remediation plan referenced in Section 3.6, Project Management Requirements.

4.3.6. **Tuning and Refinement of SIEM IdM, and MFA for MARS-E 2.0:**

4.3.6.1. Assessment and work plan to meet CMS MARS-E 2.0 regulations and controls for SIEM, IdM, and MFA;

4.3.6.2. Crosswalk to CMS MARS-E 2.0 catalog of minimum acceptable risk security and privacy controls for exchanges validating compliance;

4.3.6.3. Fully developed plans that provide a NH DHHS roadmap for resource assessments, remediation and an action plan for future maintenance and operations and implementation of all recommendations.

4.3.6.3.1. Contractor shall deliver the plans as part of the consolidated remediation plan referenced in section 3.5.8;

4.3.6.4. Daily and weekly SIEM analysis and activity report;

4.3.6.5. Monthly summary analysis report for SIEM, IdM and MFA Tuning and refinement;

4.3.6.6. Tracking and ticketing mechanism for tracking all triggered alerts/events;

4.3.6.7. Action plan outline and process to identify and remediate false positives; and

4.3.6.8. Action plan outlining support and development to update, edit, enhance, refine and tune the implementation in order to develop a post-MARS-E 2.0 compliant monitoring system.

4.3.7. **Privacy Program:**

4.3.7.1. Analysis Document to cover the business and legal environment in which PII is collected, created, used, disclosed, retained and destroyed. This should also include a catalog of individual responsible for oversight of the Privacy Program;

4.3.7.2. Documentation of identified potential privacy risks; and

4.3.7.3. Fully developed plan that provides a NH DHHS roadmap to remediate privacy risks with references back to controls in the Catalog of Minimum Acceptable Risk and Security and Privacy Controls; and shall include a plan to implement all recommendations.

4.3.7.3.1. Contractor shall deliver the plan as part of the consolidated remediation plan referenced in Section 3.6, Project Management Requirements;

4.3.7.4. Create program management documents;

4.3.7.5. Privacy policies;

4.3.7.6. Privacy incident response plan; and

4.3.7.7. Data retention and destruction policy and procedures.

4.4. Project Management Deliverables

4.4.1. Communication Plan;

4.4.2. Weekly Status Reports;

4.4.3. Project Plan; and

4.4.4. Consolidated remediation and implementation plan referenced in Section 3.6, Project Management Requirements.

5. Dispute Resolution

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

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

5.1. Invocation of Progressive Dispute Negotiation

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

5.2. Progression of Management Involvement

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

- Level 1
  - DHHS Information Security Officer
  - The Contractor Project Manager
- Level 2
  - DHHS Chief Information Officer
  - The Contractor Project Partner
- Level 3
  - Commissioner of the Department of Health and Human Services and/or the Chief Information Officer of the Department of Information Technology.
  - Contractor Quality Assurance Partner

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

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

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

Method and Conditions Precedent to Payment

1. This contract is funded with Federal Funds made available from Centers for Medicare and Medicaid Services, Department of Health and Human Services, Medical Assistance Program, CFDA #93.778, FAIN #NH20171 and State General Funds.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the Form P-37, General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services, in accordance with Exhibit B-1, Deliverable Milestones.
3. Payment for said services shall be made as follows:
   3.1. The Contractor shall submit an invoice within thirty (30) days of each Deliverable Milestone completion date, which identifies the Deliverable Milestone met and requests reimbursement for authorized expenses incurred. All invoices submitted shall be subject to the Department's prior written approval accepting the Milestone. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Deliverable Milestones met pursuant to this Agreement.
   3.2. The invoice must be submitted to:
   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
4. A final payment request shall be submitted no later than forty (40) days from the Form P-37, General Provisions, Contract Completion Date, block 1.7.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

   Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

6. **Liquidated Damages:**
   6.1. The Department and the Contractor agree that it will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor breaches this Agreement by failing to comply with the Performance Standards as specified below.
   6.2. Any failure to perform by the Contractor will delay and disrupt the Department's operations and impact its ability to meet its obligations and lead to significant damages of an uncertain amount as well as a reduction of services.

6.3. The Contractor's failure to comply with the Performance Standards as set forth in Exhibit B-2 shall result in the assessment of liquidated damages (LDs). Performance Standards require formal submission of deliverables defined in Exhibit B-2 Liquidated Damages Performance Standards, for the following deliverable categories per the mutually agreed upon project plan schedule:

- Risk Management
- Third party Risk Management Program
- Vulnerability Management
- Data Classification
- Insider Threat Program
- Privacy Program
- Management and Tuning

6.4. The liquidated damages as specified in Exhibit B are reasonable and fair and not intended as a penalty

6.5. Liquidated damages may only be assessed if the Contractor is the sole cause of the missed Performance Standard and associated liquidated damages may not be assessed by the Department if the missed Performance Standard results in whole, or in part, from events, causes, or responsibilities that are outside of Contractor's control including Department's failure to meet its contractual responsibility, any other failure of the Department or any of its third party contractors, changes in CMS expectations or time taken by CMS for providing feedback, any failed assumption set forth in the Scope of Services, or that result from an event of force majeure. Liquidated damages will be based on missed deliverables dates that have been subject to mutual agreement on the project plan schedule. The Contractor will document and provide notice for any deliverables dates that may be missed for any delays not under the Contractor's control. The agreed upon plan dates may be re-baselined based on mutual agreement, upon which the liquidated damages would be assessed using the re-baselined project plan dates.

6.6. Assessment and recovery of liquidated damages by the Department shall be in addition to, and not exclusive of, any other remedies, including actual damages, as may be available to the Department for breach of contract, both at law and in equity, and shall not preclude the Department from recovering damages related to other acts or omissions by the Contractor under this Agreement. Imposition of liquidated damages shall not limit the right of the Department to terminate the Contract for default as provided in Paragraph 8 of the General Provisions (P-37).

6.7. Notification: The Department shall make all assessments of liquidated damages. Prior to the imposition of liquidated damages, the Department shall issue a written notice that will include, as applicable, the following:

- A citation of the contract provision violated;
- The remedies to be applied, and the date the remedies shall be imposed (cure period);

- The basis for the Department's determination that liquidated damages should be imposed
- A request for a Corrective Action Plan from the Contractor;
- A reasonable cure period to be mutually agreed upon; and

6.8. If the failure to perform by the Contractor is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and until the failure is cured or any resulting dispute is resolved in the Contractor's favor. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies. The dispute process will utilize the procedures as defined in this agreement.

6.9. **Corrective Action Plan**:

The Contractor shall submit a written Corrective Action Plan to the Department within five (5) business days of receiving notification as specified in subsection Notification, for Department review. The Corrective Action Plan shall be subject to Department approval prior to its implementation.

6.10. **Liquidated Damages Amount:**

Liquidated damages, if assessed, shall be in the amount of $1,000 per day for each day the Contractor fails to meet the Performance Standard(s) identified in requirements section 3.2 Requirements and section 3.4 MARS-E 2.0 Support Enhancement Projects Requirements, subject to a maximum of $10,000 per deliverable.

Liquidated damages, if assessed, shall apply upon failure to cure within the agreed upon cure period until the earlier of the following: (i) Contractor cures the failure cited in the Notification described above or (ii) the resulting dispute is resolved in the Contractor's favor or (iii) the amount of $10,000 is reached with respect to the relevant deliverable.

The Department shall be entitled to assess and recover liquidated damages cumulatively under each section applicable to any given incident.

6.11. The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable and necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by the Contractor to the State.

6.12. **Change Orders:**

The Department may make changes or revisions at any time by written Change Order. The Department originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contractor's receipt of a Change Order, the Contractor shall advise the Department, in detail, in writing, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan. The Contractor and the Department must approve all Change Orders in writing.

The Contractor shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

The Contractor may request a change in the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The Department shall attempt to respond to the Contractor's requested Change Order within five (5) business days. The Department, as well as the Department of Information Technology, must approve all Change Orders in writing. The Department, at its sole discretion, may reject any Change Order request by the Contractor for any reason, including but not limited to if the Department determines that the Change Order request constitutes a material change in the scope of work. The Department shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

The State may, with written notice to the Contractor and written consent of the Contractor, make changes within the general scope of this Agreement. Such changes may include modification in the functional requirements and processing procedures, other changes specifically required by new or amended Federal or State laws and regulations, changes in Department priority and/or to adjust milestones as required to manage scope within the constraints of the resource requirements defined in the Agreement and the contract budget as approved by Governor and Council. The State may also request that the Contractor provide a fixed price bid for additional New HEIGHTS Client Service Enhancements beyond the resources identified in the Agreement. Should State funds be unavailable to complete the full scope of the work, the State will reduce the scope of work based on the constraints of available funding and provide the contactor a minimum of 90 days' notice to reduce the scope of work.

Exhibit B-1 – Deliverable Milestones and Costs

New Hampshire Department of Health and Human Services

Bidder: **Deloitte & Touche LLP**

(Name of RFP) **RFP-2017-OIS-01-NEWHE**

Section	RFP Section Reference	Milestones/Deliverables	Milestone Amount ($)
MARS-E 2.0 Assessment Completion	3.3.2.1	Completed SAR	100,000
	3.3.2.2	Completed SSP template and workbooks.	150,000
	3.3.2.3	Completed ISRA.	100,000
	3.3.2.4, 3.3.2.6, 3.3.2.8	POA&M document and map	100,000
	3.3.2	CMS Deliverables Approval	50,000
Risk Management	3.5.1.1, 3.5.1.4	Cyber Security Charter and Strategy Blueprint for Enterprise Risk Governance	55,000
	3.5.1.2, 3.5.1.3	DHHS Policy Handbook and Policy Lifecycle Management Process	55,000
	3.5.1.5, 3.5.1.6	Risk Management Methodology document and updating process	50,000
	3.5.1.7, 3.5.1.8	Rationalized control framework from 6 authoritative sources and Risk Assessment Methodology	50,000
	3.5.1.9	Remediation Roadmap	40,000
Third party Risk Management Program	3.5.2.1, 3.5.2.2	Plan for Workshops and Catalog and classification of DHHS's third parties	45,000
	3.5.2.3, 3.5.2.4	Documentation of outcomes of TPRM workshops	50,000
	3.5.2.5, 3.5.2.9	Risk Assessment Questionnaire and tabulated results from the sample and Remediation Roadmap	85,000

Exhibit B-1 – Deliverable Milestones and Costs

New Hampshire Department of Health and Human Services			
Bidder:	**Deloitte & Touche LLP**		
(Name of RFP)	**RFP-2017-OIS-01-NEWHE**		
	3.5.2.6	Documentation of Governance, framework, controls, oversight, and reporting process	55,000
	3.5.2.7, 3.5.2.8	Training materials for TPRM process and TPRM Program Roll-Out Development Plan	40,000
Vulnerability Management	3.5.3.1	Internal network testing report.	30,000
	3.5.3.2	External network testing report.	30,000
	3.5.3.3, 3.5.3.4	Device Secure Configuration assessment report.	40,000
Data Classification	3.5.4.1, 3.5.4.5	Plan and schedule for conducting all workshops for data classification and Classification framework and data Governance documentation	50,000
	3.5.4.2, 3.5.4.8	Documentation of outcomes of Data Classification workshops and Remediation Roadmap	55,000
	3.5.4.3, 3.5.4.4	Data Classification Scheme, Policy, and Procedure Manual	55,000
	3.5.4.6	Five (5) High Level Data Flow Maps	40,000
	3.5.4.7	Documentation of up to Fifteen (15) Data Handling Use Cases	50,000
Insider Threat Program	3.5.5.1, 3.5.5.6, 3.5.5.7	Plan and schedule for conducting all workshops for insider threat program, Communication, and Governance Plan	40,000
	3.5.5.3, 3.5.5.4	Insider threat prioritization framework and Five (5) insider threat use cases	60,000
	3.5.5.2, 3.5.5.5, 3.5.5.8, 3.5.5.9	Outcomes of workshops, Insider Threat Program maturity roadmap, Program Metrics documentation, and	50,000

Exhibit B-1 – Deliverable Milestones and Costs

New Hampshire Department of Health and Human Services			
Bidder:	**Deloitte & Touche LLP**		
(Name of RFP)	**RFP-2017-OIS-01-NEWHE**		
Privacy Program	3.5.7.1	Analysis Document to cover the business and legal environment for NH DHHS	45,000
	3.5.7.2, 3.5.7.3	Documentation of identified potential privacy risks and remediation roadmap	50,000
	3.5.7.4, 3.5.7.5, 3.7.5.6, 3.5.7.7	Program management documents, policies, incident response plan, and Data destruction policy and procedures	55,000
Milestone Services		**Total**	**$1,675,000**

Management and Tuning	3.4.7	SIEM Monitoring Monthly Fees to be paid monthly at $15,000 per month for thirty seven (37) months (April 1, 2017 to April 30, 2020)	555,000
	3.4.8	Identity Management Maintenance Monthly Fees to be paid monthly at $10,000 per month for thirty seven (37) months (April 1, 2017 to April 30, 2020)	370,000
Management and Tuning Services		**Monthly Total**	**$925,000**

Exhibit B-2 – Liquidated Damage Performance Standards

Bidder:	**Deloitte & Touche LLP**
(Name of RFP)	**RFP-2017-OIS-01-NEWHE**

Section	RFP Section Reference	Milestones/Deliverables
Risk Management	3.5.1.1, 3.5.1.4	Cyber Security Charter and Strategy Blueprint for Enterprise Risk Governance
	3.5.1.2, 3.5.1.3	DHHS Policy Handbook and Policy Lifecycle Management Process
	3.5.1.5, 3.5.1.6	Risk Management Methodology document and updating process
	3.5.1.7, 3.5.1.8	Rationalized control framework from 6 authoritative sources and Risk Assessment Methodology
	3.5.1.9	Remediation Roadmap
Third party Risk Management Program	3.5.2.1, 3.5.2.2	Plan for Workshops and Catalog and classification of DHHS's third parties
	3.5.2.3, 3.5.2.4	Documentation of outcomes of TPRM workshops
	3.5.2.5, 3.5.2.9	Risk Assessment Questionnaire and tabulated results from the sample and Remediation Roadmap
	3.5.2.6	Documentation of Governance, framework, controls, oversight, and reporting process
	3.5.2.7, 3.5.2.8	Training materials for TPRM process and TPRM Program Roll-Out Development Plan
Vulnerability Management	3.5.3.1	Internal network testing report.
	3.5.3.2	External network testing report.
	3.5.3.3, 3.5.3.4	Device Secure Configuration assessment report.
Data Classification	3.5.4.1, 3.5.4.5	Plan and schedule for conducting all workshops for data classification and Classification framework and data

Exhibit B-2 – Liquidated Damage Performance Standards

Bidder:	**Deloitte & Touche LLP**
(Name of RFP)	**RFP-2017-OIS-01-NEWHE**

		Governance documentation
	3.5.4.2, 3.5.4.8	Documentation of outcomes of Data Classification workshops and Remediation Roadmap
	3.5.4.3, 3.5.4.4	Data Classification Scheme, Policy, and Procedure Manual
	3.5.4.6	Five (5) High Level Data Flow Maps
	3.5.4.7	Documentation of up to Fifteen (15) Data Handling Use Cases
	3.5.5.1, 3.5.5.6, 3.5.5.7	Plan and schedule for conducting all workshops for insider threat program, Communication, and Governance Plan
Insider Threat Program	3.5.5.3, 3.5.5.4	Insider threat prioritization framework and Five (5) insider threat use cases
	3.5.5.2, 3.5.5.5, 3.5.5.8, 3.5.5.9	Outcomes of workshops, Insider Threat Program maturity roadmap, Program Metrics documentation, and Remediation Roadmap
	3.5.7.1	Analysis Document to cover the business and legal environment for NH DHHS
Privacy Program	3.5.7.2, 3.5.7.3	Documentation of identified potential privacy risks and remediation roadmap
	3.5.7.4, 3.5.7.5, 3.7.5.6, 3.5.7.7	Program management documents, policies, incident response plan, and Data destruction policy and procedures
Management and Tuning	3.4.7	SIEM Monitoring Monthly Fees
	3.4.8	Identity Management Maintenance Monthly Fees

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **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.

2. **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.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor 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 Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **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 re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

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

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract 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 Contract, 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 Contractors 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 Contract 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 Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor 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.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract 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: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract 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 Contractor shall retain medical records on each patient/recipient of services.

9. **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.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, 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 Contract; 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 Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. 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.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. 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.

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

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 8.1.1 of the General Provisions of this contract, Event of Default/Remedies, is deleted and replaced with the following:

   8.1.1 failure to perform the Services in accordance with this Agreement;

3. Subparagraph 8.2.1 of the General Provisions of this contract, Event of Default/Remedies, is deleted and replaced with the following:

   8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time as mutually agreed to by the parties, twenty (20) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

4. Subparagraph 9 of the General Provisions of this contract, Data/Access/Confidentiality/ Preservation, is amended by adding the following:

   9.4 All applicant and/or recipient materials and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether oral, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of federal and State law and ethical standards, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with federal and State law and ethical standards.

   9.5 This provision shall not apply to any information, or any portion thereof, which is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation provided that prior to such disclosure by the Contractor the State is given reasonable advance notice of such order and an opportunity to object to such disclosure. The Contractor shall carry out its confidentiality obligations using the same degree of care that it uses in protecting its own proprietary information, but at least a reasonable degree of care. Notwithstanding anything herein to the contrary, the Contractor shall have the right to retain one copy of confidential information and any summaries, analyses, notes or extracts prepared by the Contractor which are based on or contain portions of confidential

information evidencing its services for the State as required by law, regulation, professional standards or reasonable business practice. The Contractor shall be responsible for maintaining the confidentiality of said copy in accordance with both State and federal law as applicable to it in its performance of the services, and professional standards as set forth in the AICPA's Statement on Standards for Consulting Services, Section 100. Said copy shall be secured by the Contractor using reasonable commercial security measures. Retention of such information will be up to three (3) years unless there are any claims arising in that three (3) year period.

9.6 Notwithstanding anything to the contrary in this Agreement, the State shall have all rights of ownership of all works of authorship, materials, information and other intellectual property created by Contractor for delivery to the State as a result of the Services ("Deliverables"). These rights are contingent upon the State's payment for the applicable Deliverables. During the period between delivery of a Deliverable by Contractor and the due date of payment therefor, subject to the terms and conditions contained herein, Contractor hereby grants the State a royalty-free, non-exclusive license to use such Deliverable and to use any Contractor property contained therein in accordance with this Agreement.

9.7 The State shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any Deliverable associated with this.

9.8 To the extent that the Contractor utilizes any of its property (including, without limitation, any hardware or proprietary software of the Contractor or any proprietary or confidential information of the Contractor or any trade secrets of Contractor and excluding the State's Deliverables) ("Contractor Intellectual Property") in performing services hereunder, such property shall remain the property of the Contractor and the State shall acquire no right or interest in such property. Subject to the terms and conditions contained herein, Contractor hereby grants to the State the right to use any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of the Contractor to provide consulting, auditing or other services of any kind or nature whatsoever to any person or entity as the Contractor in its sole discretion deems appropriate. In furtherance of the foregoing and not in limitation and notwithstanding any contrary provision of this Agreement, the Parties hereby acknowledge and agree that the Contractor shall have ownership and copyright ownership of, including, without limitation, all rights to use, disclose and otherwise employ its ideas, concepts, know-how, methods, techniques, processes, and skills, and adaptations thereof (including, without limitation, function, system and data models; the generalized features of the structure, sequence and organization of software and the user interfaces and screen designs; general purpose routines, tools and utilities; and procedures, processes, logic coherence and methods of operation of systems) in conducting its business (including, without limitation, providing services or creating programming or materials for other clients), and the State shall not assert against Contractor or it personnel any prohibitions or restraint from so doing.

9.9 Appropriate Federal and/or State representatives will have access to work in progress and to pertinent cost records of the Contractor and its subcontractors at such intervals, as any representative shall deem necessary. All records associated with this project must be retained for a period of five years after final payment or resolution of any litigation.

9.10 Should any changes in access to New Hampshire data or state information and/or state systems be required for the Contractor and/or any subcontractor, which are not already addressed in this Contract, those changes will be addressed on an as needed basis by the State and may require additional safeguards including but not limited to, additional information security protections, system authorization and access forms and agreements, confidentially agreements, BA agreements, and appropriate computer use and protection agreements, as needed and as mutually agreed upon by the parties in writing.

5. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, twenty (20) days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement. In the event of a termination for cause, the Contractor shall have the right to cure the breach within the notice period.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

10.6 Should the State fail to make all payments in a timely manner as required hereunder, or otherwise be in breach of this Agreement, including, without limitation, failure of the State to timely perform its obligations under this Agreement, following the unsuccessful conclusion of dispute resolution as described in Exhibit A, Section 5, Contractor upon thirty (30) days written notice to the State may suspend or terminate this Agreement if the State fails to cure its breach within such thirty (30) day notice period or in the absence of a greater specification of time. The State shall have all rights to dispute any determination by the Contractor of breach, or the cure thereof, by use of the Dispute Resolution provisions of below or other legal process.

6. Subparagraph 13 of the General Provisions of this contract, Indemnification, is deleted in its entirety and replaced with the following:

13. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, or by or on behalf of any local, state, or federal government entity, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, its subcontractors, and assignees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

13.1 The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to defend, indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting

from, arising out of (or which may be claimed to arise out of) the acts or omissions of the subcontractor, delegate, or transferee.

13.2 The Contractor shall indemnify, defend, and hold harmless the State, its officers and employees, from and against any and all third party claims for infringement by a Deliverable of any U.S. patent existing at the time of delivery and known to Contractor or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by the Contractor or its subcontractors or use thereof in a manner not contemplated by the Contract, (ii) the failure of the indemnified party to use any corrections or modifications made available by Contractor, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by Contractor such that the combination causes such an infringement. If the State's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, Contractor, at its option and expense, shall have the right to (x) procure for State the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by the Contractor, the replacement or modified Deliverable is capable of performing substantially the same function. In the event Contractor cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, Contractor may require the State to cease use of such Deliverable and refund the professional fees paid to Contractor with respect to the Services giving rise to such Deliverable. The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of Consultant, relating to a claim that any of Contractor's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

13.3 In no event shall either party, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense (including, without limitation, lost profits and opportunity costs), relating to this engagement. The Contractor's monetary limitation of liability to the State for direct damages shall not exceed two times the price limitation identified in Block 1.8 of the General Provisions under this Agreement, except it shall not apply to Sections 13.2 and 13.4

13.4 Notwithstanding the monetary limitation contained in paragraph 13.3 above, in the event a claim or action is brought against the State in which infringement and/or a violation of Contractor's obligations under the BAA is alleged, the Contractor, at its own expense, shall defend, indemnify and hold harmless the State against all such claims or actions for any expenses, costs or damages, including legal fees and expenses, incurred by the State in connection with such claims or actions.

7. Subparagraph 14.2 of the General Provisions of this contract, Insurance, is deleted and replaced with:

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

8. Subparagraph 14.3 of the General Provisions of this contract, Insurance, is deleted and replaced with:

   14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than five (5) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any certificate renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the policyholder first named insured no less than thirty (30) days prior written notice of cancellation or modification of the policy. In turn, Contractor shall provide written notice to Contracting Officer identified in block 1.9, or his or her successor, in the event Contractor is unable to procure replacement insurance coverage meeting substantially all of the requirements and specifications herein thirty (30) days prior to cancellation or modification of the policy.

9. Paragraph 7 of the Special Provisions of this contract, Conditions of Purchase, is deleted in its entirety.

10. Paragraph 8 of the Special Provisions of this contract, Maintenance of Records, is deleted and replaced with the following:

   8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following billing and payment records for the fees and expenses incurred in performing the Services under the Contract during the Contract Period: Fiscal Records: upon reasonable advance written notice, during normal business hours, the Department may inspect, at its sole expense, such books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract 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.

11. Paragraph 9 of the Special Provisions of this contract, Audit, is deleted and replaced with the following:

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

12. Paragraph 10 of the Special Provisions of this contract, Confidentiality of Records, is deleted and replaced with the following:

   10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by either the Contractor or the Department to any third party without the disclosing party's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information, provided however, that

as required by state laws or regulations or to respond to governmental inquiries or in accordance with applicable professional standards or rules or in connection with litigation pertaining to this Contract, disclosure may be made to public officials requiring such information in connection with their official duties. Disclosure may also be made to the Centers for Medicare & Medicaid (CMS), other State agencies, contractors and subcontractors, provided the Contractor receives consent for the use of a subcontractor in accordance with Paragraph 12 of the General Provisions of the Agreement, directly connected to the administration and provision of the services under the Contract or to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a non-confidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (C) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made to the receiving party.

13. Subparagraph 11 of the Special Provisions of this contract, Reports, is deleted in its entirety.

14. Subparagraph 12 of the Special Provisions of this contract, Completion of Services, is deleted.

15. **ORDER OF PRECEDENCE**

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following order of Precedence shall govern:

- State of New Hampshire, Department of Health and Human Services Contract RFP-2017-OIS-01-NEWHE-01:
  - Form P-37 General Provisions/Exhibit C-1 Revisions to the General Provisions to the extent it modifies the Terms of the Contract;
  - Exhibit A;
  - Exhibits B, B-1 & B-2; and
  - Exhibits C through J
- State of New Hampshire, Department of Health and Human Services RFP-2017-OIS-01-NEWHE
- Contractor Proposal Response to RFP-2017-OIS-01-NEWHE dated November 18, 2016.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

02/14/2017
Date

Name: Raju Mehta
Title: Partner

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

02/14/2017
Date

Name: Raju Mehta
Title: Partner

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

02/14/2017
Date

Name: Raju Mehta
Title: Partner

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

02/14/2017
Date

Name: Raju Mehta
Title: Partner

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

02/14/2017
Date

Name: Raju Mehta
Title: Partner

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

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

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

The State	Deloitte & Touche LLP
Signature of Authorized Representative	Signature of Authorized Representative
DONNA O'LEARY	RAJ MEHTA
Name of Authorized Representative	Name of Authorized Representative
CHIEF INFORMATION OFFICER	PARTNER
Title of Authorized Representative	Title of Authorized Representative
2/21/17	2/14/2017
Date	Date

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

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

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

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

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

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

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

Contractor Name:

02/14/2017
Date

Name: Raju Mehta
Title: Partner

FORM A

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

1. The DUNS number for your entity is: 00-166-4820

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Attachment A - Controls List

The table below is the initial list of controls the vendor shall address at the minimum. Minimally each control may require a remediation plan and/or immediate remediation of the control, which the vendor shall complete in accordance with CMS control family threshold.

AC-1	IA-2(1)	CP-8
AC-2	IA-2(2)	CP-8 (1)
AC-2(1)	IA-2(3)	MP-7
AC-2(2)	IA-2(8)	MP-7 (1)
AC-2(3)	IA-2(11)	MP-CMS-1
AC-2(4)		AR-1
AC-2(7)		AR-2
AC-3		AR-3
AC-3(9)		AR-4
AC-5		AR-5
AC-5		AR-7
AC-6		DI-1
AC-6 (1)		DI-1 (1)
AC-6 (2)		DI-1 (2)
AC-6 (5)		DM-1
AC-6 (9)		DM-1 (1)
AC-6 (10)		IP-1
AC-7		IP-1 (1)
AC-8		IP-2
AC-10		IP-3
AC-11		IP-4
AC-11 (1)		IP-4 (1)
AC-12		SE-1
AC-17		SE-2
AC-17 (1)		TR-1
AC-17 (3)		TR-1 (1)
AC-17 (4)		TR-3
AC-19		UL-1
AC-19 (5)		UL-2
AT-1		
AT-3		

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 DELOITTE & TOUCHE LLP is a Delaware Limited Liability Partnership registered to transact business in New Hampshire on August 12, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **277126**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of January A.D. 2017.

William M. Gardner
Secretary of State

CERTIFICATE

I, Anne Taylor, Partner of Deloitte LLP, do hereby certify that:

1. I am a Partner of Deloitte LLP, a Delaware limited partnership ("Deloitte");

2. I maintain and have custody of a copy of the Memorandum of Agreement of Deloitte and a list of the Partners of Deloitte assigned to the Houston, Texas Office;

3. I have attached hereto as Certificate Exhibit A, a certificate of authority setting forth the authority of a Partner of Deloitte to enter into and sign agreements in the name of and on behalf of Deloitte;

4. Raju Mehta, is on the date hereof, and since 2004 has been, a Partner of Deloitte as referred to in Certificate Exhibit A attached hereto;

5. As a Partner of Deloitte & Touche LLP, he is fully authorized on behalf of and in the name of Deloitte & Touche LLP to enter into and take any and all actions to execute, acknowledge, and deliver the contract with the State of New Hampshire, acting through the Office of the Governor, providing for the performance by Deloitte of certain consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as he may deem necessary, desirable, or appropriate to accomplish the same;

6. The signatures of Raju Mehta, as Partner of Deloitte, affixed to any instruments or documents described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Partner to bind Deloitte thereby;

7. The certificate of authority of Deloitte attached as Exhibit A has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date thereof;

Contractor Initials 
Date 02/14/2017

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

Anne Taylor, Partner
Deloitte LLP
Houston Office

Raju Mehta, Partner
Deloitte & Touche LLP
Houston Office

9. IN WITNESS WHEREOF, I have hereunto set my hand as Partner of the Partnership this 14 day of February, 2017.

Anne Taylor

TEXAS

COUNTY OF HARRIS

On this 14 day of February, 2017, before me, Renee McLarty, the undersigned officer, personally appeared Anne Taylor who acknowledged herself to be a Partner of Deloitte LLP, a Delaware limited partnership, and that she, as such Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing her name thereto as Partner.

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

My Commission Expires: 04-17-2017

Notary Republic

RENEE S McLARTY
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-17-2017

Contractor Initials _____
Date 02/14/2017

CERTIFICATE EXHIBIT A

I, RAJU MEHTA, DO HEREBY CERTIFY THAT:

1. I am a Partner of Deloitte & Touche LLP, a Delaware limited partnership ("Deloitte").

2. I have custody of a copy of the Memorandum of Agreement of Deloitte and a list of Partners of Deloitte assigned to its Houston, Texas office.

3. Partners of Deloitte are fully authorized by the Memorandum of Agreement of Deloitte to enter into and to take any and all actions on behalf of and in the name of Deloitte to execute, acknowledge, and deliver contracts providing for the performance by Deloitte of management consulting services, and any and all documents, agreements, and other instruments (and any and all amendments, revisions, and modifications thereto) as may be necessary, desirable, or appropriate to accomplish the same.

4. Deloitte & Touche LLP has no company seal.

5. I am duly authorized to issue this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as a Partner of Deloitte & Touche LLP this 14 day of February, 2017.

Raju Mehta

TEXAS

COUNTY OF HARRIS

On this 14 day of February, 2017, before me, Renee' S. McLarty, the undersigned officer, personally appeared Raju Mehta who acknowledged himself to be a Partner of Deloitte & Touche LLP, a Delaware limited partnership, and that he, as such Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing his name thereto as Partner.

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

My Commission Expires: 04-17-2017

Renee' S. McLarty
Notary Republic

RENEE S McLARTY
NOTARY PUBLIC
State of Texas
Comm. Exp. 04-17-2017

Contractor Initials _____
Date 02/14/2017

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/2016

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

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

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: realestate.certrequest@marsh.com

709965-STND-GAWU-16-17

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
INSURER C : American Casualty Company Of Reading, Pa	20427
INSURER D : Valley Forge Insurance Company	20508
INSURER E :	
INSURER F :	

INSURED
Deloitte LLP; Deloitte & Touche LLP;
Deloitte Consulting LLP; Deloitte Tax LLP;
Deloitte Financial Advisory Services LLP;
Deloitte Transactions and Business Analytics LLP
695 East Main Street
Stamford, CT 06901

COVERAGES **CERTIFICATE NUMBER:** NYC-007819845-17 **REVISION NUMBER:** 13

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY**			GL 6024588868	06/01/2016	06/01/2017	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	**AUTOMOBILE LIABILITY**			BUA 6024588871	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS			Auto Physical Damage			PROPERTY DAMAGE (Per accident)	$	
				$500 DEDUCTIBLE COMP/COLL				$	
B	X **UMBRELLA LIAB** X OCCUR			19086939	06/01/2016	06/01/2017	EACH OCCURRENCE	$	4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	4,000,000
	DED X RETENTION $ 25,000							$	
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			WC 6024588837 (AOS)	06/01/2016	06/01/2017	X PER STATUTE / OTH-ER		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A			WC 6024588840 (CA)	06/01/2016	06/01/2017	E.L. EACH ACCIDENT	$	1,000,000
D	**(Mandatory in NH)**			WC 6024588854 (AZ, OR, WI)	06/01/2016	06/01/2017	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			GAP 6042880616 (OH, ND, WA, WY)	06/01/2016	06/01/2017	E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
STATE OF NEW HAMPSHIRE IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE.
"WORKERS COMPENSATION INSURANCE COVERAGE IS PROVIDED UNDER DELOITTE'S POLICY, MEETING NEW HAMPSHIRE'S STATUTORY REQUIREMENTS."

CERTIFICATE HOLDER

State of New Hampshire
Department of Information Technology
Commissioner
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Robert A. Mazzaro