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**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
***DIVISION OF LONG TERM SUPPORTS AND SERVICES***  
***BUREAU OF DEVELOPMENTAL SERVICES***

Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

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December 5, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Developmental Services, to enter into an agreement with the Public Consulting Group, Inc. (Vendor ID #161843), 148 State Street, 10<sup>th</sup> Floor, Boston, MA 02109, to provide consulting services for modernized information technology (IT) systems, in an amount not to exceed \$498,148 effective upon the date of Governor and Council approval through July 31, 2019. 90% Federal Funds, 10% General Funds.

Funds are available in the following account for State Fiscal Year (SFY) 2019.

**030-095-17090000-034-5000099 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER'S OFFICE, OFFICE OF INFORMATION SYSTEMS, 17-228:1-X:C DEV. SERV IT PLAN**

State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	034-500066	Capital Projects	93130707	\$498,148
			<b>Total</b>	<b>\$498,148</b>

**EXPLANATION**

The purpose of this request is to provide consulting services to assist the Bureau of Development Services (BDS) with developing a comprehensive list of business requirements, technical requirements and a conceptual design for a modernized IT system. The requirements and design will be incorporated into a Request for Proposals (RFP) to solicit proposals from vendors for a modernized IT system that will be utilized by BDS and their network of regional service providers as recommended in the 2016 Legislative Budget Assistant's Office Audit of BDS.

The Contractor will provide consulting services and will not be permitted to submit a proposal for the resulting RFP for an IT system.

The Contractor will analyze the current business and technical systems, conduct interviews and research all necessary information, including available technology in the marketplace. The data and information gathered will be used to succinctly define the BDS functional and non-functional requirements needed to develop an RFP and a conceptual system design.

In addition, the Contractor will develop requirements for the core case management functions for multiple Department programs including, but not limited to, the Bureau of Elderly and Adult Services and the Division for Children, Youth and Families, Bureau of Field Services; to support the goals of interoperability, enterprise alignment and more effective client services.

The Public Consulting Group was selected for this project through a competitive bid process. A Request for Proposals (RFP) was posted on The Department of Health and Human Services' website from March 9, 2018 through May 31, 2018. The Department received eight (8) proposals that were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the proposals/applications. Summary Score Sheet is attached.

As referenced in the RFP and in Exhibit C-1 of this contract, the Department reserves the right to extend this contract for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, BDS will not be able to move forward with an IT system. This will result in continued manual workarounds for BDS and the agencies with which it works on a daily basis. Additionally, BDS will not be able to comply with the recommendations as outlined in the 2016 Legislative Budget Assistant's Office Audit of BDS.

Area served: Statewide

Source of Funds: 90% Federal Funds from the Centers for Medicare and Medicaid Services, CFDA # 93.778, Federal Award Identification Number (FAIN) 1905NH5, and 10% General Funds.

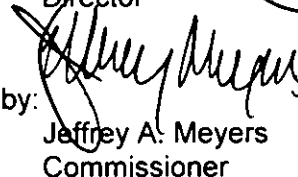
In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Christine L. Santaniello  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



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

**Consulting Services for Modernized  
Developmental Services IT Systems**

**RFP-2018-BDS-11-CONSU**

RFP Name

RFP Number

Reviewer Names

- Bidder Name**
1. Berry Dunn
  2. HealthTech Solutions, LLC
  3. Hyzer Group LLC
  4. KPMG LLP
  5. MATHTECH, INC
  6. Public Consulting Group
  7. Strategic Solutions Group
  8. The Ripples Group

Pass/Fail	Maximum Points	Actual Points
	1000	865
	1000	825
	1000	753
	1000	701
	1000	700
	1000	892
	1000	727
	1000	519

1. Sandy Hunt, Director of  
Reorganization Planning
2. Jen Doig, Administrator III
3. Donna Walker, Administrator III
4. Kerri King, IT Manager IV
5. Cris Phillipson, System Admin.  
CSNI
6. Leslie Mason, IT Manager IV
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: Consulting Services for Modernized Developmental Services IT Systems (RFP-2018-BDS-11-CONSU)



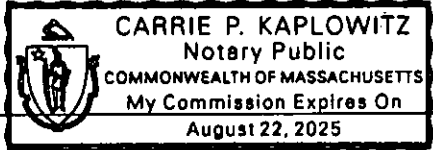
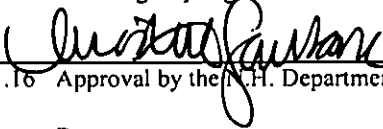
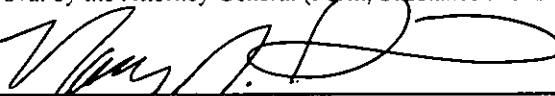
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Public Consulting Group, Inc.		1.4 Contractor Address 148 State Street, 10 <sup>th</sup> Floor Boston, MA 02109	
1.5 Contractor Phone Number 617-426-2026	1.6 Account Number 030-095-17090000-034-5000099-93130707	1.7 Completion Date July 31, 2019	1.8 Price Limitation \$498,148
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Fallon Practice Area Director	
1.13 Acknowledgement: State of <del>Massachusetts</del> County of <del>Suffolk</del> On <u>December 4, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Carrie P. Kaplowitz Executive Admin. Asst.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santanillo, OUP's Director	
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:  On: 12/15/2018			
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

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 \$1,000,000 per 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.

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.

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## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. 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.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

### 2. Scope of Work

#### 2.1. Written Artifacts

- 2.1.1. The Contractor shall provide consultant services that result in written artifacts for the Bureau of Developmental Services (BDS), which include but are not limited to:
  - 2.1.1.1. A Feasibility Analysis Report considering opportunities to leverage the technology investment across three Department program areas that include:
    - 2.1.1.1.1. Bureau of Developmental Services (BDS),
    - 2.1.1.1.2. Bureau of Elderly and Adult Services (BEAS).
    - 2.1.1.1.3. Division of Children, Youth, and Families (DCYF).
  - 2.1.1.2. A Market Research Report featuring the results of market research on potential solutions available in the commercial and public sector market places.
  - 2.1.1.3. Solution Recommendations using the internal and external research conducted.
  - 2.1.1.4. A Risk Report providing an assessment of known risks associated with solution recommendations.
  - 2.1.1.5. Functional (business) and non-functional (technical) requirements for a modernized BDS information technology system.

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- 2.1.1.6. Project Deliverables and Acceptance Criteria that lists the specific, measurable deliverables for implementing the new system with associated acceptance criteria;

## 2.2. Feasibility Analysis

- 2.2.1. The Contractor shall strategically view the business and technical environments of BDS, BEAS and DCYF, to determine the feasibility of utilizing technology implementation across the three (3) environments.
- 2.2.2. The Contractor shall ensure the analysis includes the following considerations:
  - 2.2.2.1. Anticipated program modifications to existing systems.
  - 2.2.2.2. Current technology.
  - 2.2.2.3. Future enhancements to the current technology.
  - 2.2.2.4. Current and expanded use of New HEIGHTS and MMIS, Department systems for client eligibility.
- 2.2.3. The Contractor shall ensure the resulting Feasibility Report includes, but is not limited to:
  - 2.2.3.1. Approaches and options considered.
  - 2.2.3.2. Benefits and risks of each option.
  - 2.2.3.3. Recommendations with justification for the recommendations.

## 2.3. Market Research, Risks and Solution Recommendation

- 2.3.1. The Contractor shall research the Health and Human Services (HHS) marketplace for available solutions, including but not limited to:
  - 2.3.1.1. Commercial Off The Shelf (COTS) systems.
  - 2.3.1.2. Software as a service (SaaS).
  - 2.3.1.3. Systems used by other public sector institutions, to supplement the business requirements gathered from stakeholders.
  - 2.3.1.4. Custom solutions.
- 2.3.2. The Contractor shall utilize its established comprehensive repository of information of vendors and their solutions in the HHS marketplace as well as information collected through working with other states regarding viable market solutions in order to assemble and submit a Market Research Report of viable alternatives from one or more of the following approaches:
  - 2.3.2.1. COTS application hosted by a vendor or in the State's data center.
  - 2.3.2.2. SaaS.

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- 2.3.2.3. A configurable software platform hosted by a vendor or in the State's data center.
- 2.3.2.4. Transferring an existing system from another state and modifying for the Department.
- 2.3.2.5. A custom developed application that will be unique to New Hampshire.
- 2.3.3. The Contractor shall provide a build/buy/enhance analysis using research conducted in order to inform the Department on the advantages and disadvantages of implementing the solutions.
- 2.3.4. The Contractor shall ensure the analysis of alternative solutions includes details to enable the Department to understand the technology solutions that:
  - 2.3.4.1. Will fit best with the DHHS environments.
  - 2.3.4.2. Are economically sound.
  - 2.3.4.3. Provide the best flexibility for the future.
- 2.3.5. The Contractor shall identify the alternatives for Department consideration using requirements identified in the needs assessment to ensure each alternative is assessed in order that the Department can understand and evaluate:
  - 2.3.5.1. The scope.
  - 2.3.5.2. Implementation requirements.
  - 2.3.5.3. Deployment strategy.
  - 2.3.5.4. Considerations of how to best use investments made by the Department from prior project efforts.
  - 2.3.5.5. Risks.
  - 2.3.5.6. Costs.
- 2.3.6. The Contractor shall ensure the alternatives analyses is based on federal guidelines and best practices and supports an efficient and comprehensive understanding and modeling of:
  - 2.3.6.1. The Department's current situation.
  - 2.3.6.2. The project goals.



- 2.3.7. The Contractor shall assess each identified alternative for viability across several factors that include, but are not limited to:
  - 2.3.7.1. Equipment impacts - determining how new equipment requirements will affect current systems and whether technological risks; such as obsolescence, maintainability, availability, expandability, reliability, flexibility and compatibility, are inherent.
  - 2.3.7.2. Software impacts - describing what additions, conversions or modifications are needed on existing applications and support software.
  - 2.3.7.3. Information impacts - determining how information will be affected, including accessibility, conversion, reformatting into databases and storage media.
  - 2.3.7.4. Organizational impacts - describing organizational, scheduling, accountability, personnel and skill requirement risks and changes.
  - 2.3.7.5. Developmental impacts - identifying the effect of the development activity on current computing, staffing (including users), space, system security and contractual support resources.
  - 2.3.7.6. Space and facility impacts - describing the effect on space, both in terms of square footage and necessary modifications to facilities.
  - 2.3.7.7. Design, development and implementation timeframes – including testing, acceptance, data loading and potential pilot program phases.
  - 2.3.7.8. Risks associated with each alternative.
- 2.3.8. The Contractor shall establish assessment criteria that results in a ranking of each alternative in order to recommend a solution for Department consideration.

## 2.4. Functional and Non-Functional Requirements

- 2.4.1. The Contractor shall develop requirements and a design document for BDS business functions.
- 2.4.2. The Contractor shall conduct a full analysis of requirements to create the Systems Requirement Document that includes:
  - 2.4.2.1. The detailed functional process requirements.
  - 2.4.2.2. Data requirements.
  - 2.4.2.3. Reporting and data access requirements.
  - 2.4.2.4. System interface requirements.

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- 2.4.2.5. Non-functional requirements regarding:
  - 2.4.2.5.1. Case Management
  - 2.4.2.5.2. Interface to/from New HEIGHTS Eligibility System
  - 2.4.2.5.3. Waitlist Registry
  - 2.4.2.5.4. Budget Approval of Individual Service Plan
  - 2.4.2.5.5. Preauthorization of Medicaid Services
  - 2.4.2.5.6. Medicaid Billing
  - 2.4.2.5.7. Interface to/from the MMIS
  - 2.4.2.5.8. Complaints Database
  - 2.4.2.5.9. Sentinel Events Database
  - 2.4.2.5.10. Incident Reporting
  - 2.4.2.5.11. Electronic Visit Verification
  - 2.4.2.5.12. Health Facility Certifications
- 2.4.3. The Contractor shall perform requirements analysis that transform the needs and high-level requirements specified in earlier phases of work into requirements that are:
  - 2.4.3.1. Specific.
  - 2.4.3.2. Measurable and testable.
  - 2.4.3.3. Traceable.
  - 2.4.3.4. Complete.
  - 2.4.3.5. Consistent.
  - 2.4.3.6. Stakeholder-approved.
- 2.4.4. The Contractor shall ensure the system requirements identified in the requirements analysis phase are transformed into a conceptual system design document that accurately describes the design of the system at a concept level, which shall be used as a foundation for a Request for Proposals (RFP) to procure the desired technology and related services.
- 2.4.5. The Contractor's requirements document shall support the Department's strategies including, but not limited to:
  - 2.4.5.1. Client-centered alignment.
  - 2.4.5.2. Enterprise systems.
  - 2.4.5.3. Data exchange.
  - 2.4.5.4. Interoperability.

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12/4/18



- 2.4.6. The Contractor's requirements analysis document shall include, but is not limited to:
  - 2.4.6.1. Defined functional and non-functional requirements for BDS.
  - 2.4.6.2. Defined functional and non-requirements for the core case management functions of BEAS.
- 2.4.7. The Contractor shall create a Systems Requirements Document that contains the system requirements and describes the functions that the system must perform. The Contractor shall:
  - 2.4.7.1. Compile all requirements including, but not limited to:
    - 2.4.7.1.1. Functional and non-functional requirements.
    - 2.4.7.1.2. Process and data models.
    - 2.4.7.1.3. Interface definitions.
  - 2.4.7.2. Anticipate the possibility of Managed Care Organizations (MCOs) utilizing the system to process client claims and the possibility of the system having to interface with established MCO systems.
- 2.4.8. The Contractor shall ensure the System Requirements Document includes, but is not limited to:
  - 2.4.8.1. Process mapping and workflow documentation;
  - 2.4.8.2. Reporting and access to data;
  - 2.4.8.3. Functional process requirements;
  - 2.4.8.4. Non-functional requirements;
  - 2.4.8.5. System interface requirements (internal and external);
  - 2.4.8.6. Security requirements;
  - 2.4.8.7. Trail requirements;
  - 2.4.8.8. Data currency requirements;
  - 2.4.8.9. Reliability requirements;
  - 2.4.8.10. Recoverability requirements;
  - 2.4.8.11. System availability requirements;
  - 2.4.8.12. Fault tolerance requirements;
  - 2.4.8.13. Performance requirements;
  - 2.4.8.14. Capacity requirements;
  - 2.4.8.15. Retention requirements;
  - 2.4.8.16. Acceptance criteria;

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Date 12/14/18



- 2.4.8.17. Glossary;
- 2.4.8.18. Any additional requirements relative to data management; and
- 2.4.8.19. Business Analyst Activities.
- 2.4.9. The Contractor shall interact with stakeholders to elicit, analyze, communicate and validate requirements.
- 2.4.10. The Contractor shall utilize the content developed for the System Requirements Document to construct the Project Deliverables and Acceptance Criteria Document, which shall be provided to the Department in advance of a walk-through with Department staff.
- 2.4.11. The Contractor shall gather business requirements and assimilate them into system requirements.
- 2.4.12. The Contractor shall ensure business analysis activities result in accurate and thorough documentation that is ready for placement into an RFP with the goals of:
  - 2.4.12.1. Providing requirements that facilitate better solution articulation from vendors in their responses to the RFP.
  - 2.4.12.2. Providing clarification for vendors to accurately bid costs to provide the requirements set forth in the RFP.
  - 2.4.12.3. Ongoing discussions regarding the conceptual system design with the vendor selected to build the solution.
- 2.4.13. The Contractor shall note all assumptions and constraints that will affect implementation and operation of the system, during elicitation of requirements.
- 2.4.14. The Contractor shall prioritize requirements based on relative importance.
- 2.4.15. The Contractor shall identify non-functional requirements that describe characteristics or specific parameters of the system and including but not limited to compliance with regulations and standards related to data retention and industry security standards. The Contractor shall ensure non-function requirements include, but are not limited to:
  - 2.4.15.1. Audits.
  - 2.4.15.2. System availability.
  - 2.4.15.3. System capacity.
  - 2.4.15.4. System performance.
  - 2.4.15.5. Other operational and technical requirements.
- 2.4.16. The Contractor shall describe the system by the functions to be performed and not specific hardware, programs, files and data streams. The Contractor shall ensure:

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- 2.4.16.1. Activities are performed concurrently and iteratively in order to refine the set of requirements.
- 2.4.16.2. The requirements include details sufficient to develop information for deliverables as well as procurement documents. All requirements must be consistent with the State of New Hampshire Department of Information Technology (DoIT) security policies and standards.
- 2.4.17. The Contractor shall ensure requirements are measurable and testable, traceable, complete, and consistent and approved by Department stakeholders and that the requirements are defined with detail to ensure prospective vendors understand:
  - 2.4.17.1. Current business processes.
  - 2.4.17.2. Mandatory requirements.
  - 2.4.17.3. Optional requirements.
- 2.4.18. The Contractor shall utilize market research information to inform requirements in order to be as unambiguous and comprehensive as possible.

**2.5. Deliverables and Acceptance Criteria**

- 2.5.1. The Contractor shall submit a proposed list of project deliverables for new technology with written acceptance criteria to be incorporated in the future system RFP, which shall reflect multiple options for the implementation of an integrated or custom built system. The Contractor shall ensure:
  - 2.5.1.1. The acceptance criteria describe specific and defined conditions that must be met prior to a project deliverable being accepted as complete.
  - 2.5.1.2. Attributes are defined and indicate whether quality factors are satisfied.
  - 2.5.1.3. Deliverables and Acceptance Criteria are similar to the following:

2.5.1.3.1.	Project Management Plan, and Schedule	Microsoft Project compatible schedule with at least three (3) levels of work breakdown structure identified with dependencies and scheduled start/stop dates and responsibilities.
2.5.1.3.2.	Communications Management Plan	Plan must include Project communications opportunities identified and includes regular meetings, checkpoints, and reports that are synched with the project plan. Must also identify all stakeholders and their roles and responsibilities
2.5.1.3.3.	Detailed Business Requirements	Integrated Requirements document must include background information on the existing system and environment, a glossary of terms used in the

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 Date 2/14/18

New Hampshire Department of Health and Human Services  
 Consulting Services for Modernized Developmental Services IT Systems  
 Exhibit A



		document, the business solutions model, including an overview of current system, a concept of future system, emerging research and concepts to consider. The detailed business requirements must include functional system and technical requirements.
2.5.1.3.4.	Requirements Traceability Matrix	RTM must include Unique identifier, Requirement Description, Source/Identifier, Test Strategy and Status. Additional criteria may include link back to plan work breakdown structure, business justification, user acceptance test responsibility.
2.5.1.3.5.	User Acceptance Test Plan	UST Plan must include entry and exit criteria, schedule, approach, version control, clear definitions of roles and responsibilities, test requirements, test participants, test schedule, and test acceptance criteria. The UAT plan will also indicate how open issues will be handled and include final sign-off.
2.5.1.3.6.	User Acceptance Test Results	List test results and acceptable technical or procedural workaround identified for each individual case that did not pass (if applicable), schedule for corrections, all defects classified with critical and high severity Certification of testing completion
2.5.1.3.7.	Organizational Change Management Plan	Must include organizational readiness assessment, OCM communications plan, sponsor assessment and task plan.
2.5.1.3.8.	Training Plan	Must include training content development and delivery plan and schedule, roles, and responsibilities.
2.5.1.3.9.	Implementation Support Plan	Must include description of how implementation will be supported after go live, and beyond warranty, if applicable
2.5.1.3.10.	Enterprise Architecture & Roadmap Documents	Must include documents that clearly describe the sequence of events and dependencies for integrating solution into existing architecture. Must comprehensively describe the eEnterprise Architecture and impacts to the EA with the new or changed system.
2.5.1.3.11.	Technical & Solution feasibility Study Documents.	Must include descriptions of estimation techniques, technical feasibility, economic feasibility, operational feasibility and schedule feasibility.
2.5.1.3.12.	Detailed Design Document	Must include assumptions, design standards and constraints, system overview, system architecture and design strategies, design details, physical data model security considerations and acceptance metrics, system roles and responsibilities.

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 Date 12/4/18





- 2.5.2. The Contractor shall use the content developed from the System Requirements Document to construct the Project Deliverables and Acceptance Criteria document.
- 2.5.3. The Contractor shall provide a draft of the Project Deliverables and Acceptance Criteria document to the Department in advance of a walk-through with DHHS staff.

**2.6. Project Management**

- 2.6.1. The Contractor shall utilize a structured and well-tested Project Management Methodology (PMM) based on the Project Management Institute's Project Management Body of Knowledge that is tailored to meet project needs.
- 2.6.2. The Contractor shall ensure the requirements analysis and documentation are based on the Business Analysis Body of Knowledge (BABOK) and conform to New Hampshire DoIT Standards (Exhibits A-1 and A-2).
- 2.6.3. The Contractor Project Team shall conduct a pre-planning meeting with the Department to confirm the project scope and objectives and address various planning considerations, the project budget and documentation availability. The Contractor, in collaboration with the Department shall jointly identify and/or review:
  - 2.6.3.1. Confirm assumptions.
  - 2.6.3.2. Identify resource constraints, scheduling conflicts and other potential risks.
  - 2.6.3.3. Identify early mitigation strategies for risks.
  - 2.6.3.4. Finalize the work plan and baseline project schedule.
  - 2.6.3.5. Construct a matrix of stakeholder outreach interviews.
  - 2.6.3.6. Plan for formal kick-off meeting by establishing the date, time, location, participants, agenda and responsibilities.
- 2.6.4. The Contractor shall facilitate weekly project reporting, meetings and interviews, as needed, to review the existing documentation from previous project research as part of project organization.
- 2.6.5. The Contractor shall incorporate information from previous project research into process maps for current workflows.
- 2.6.6. The Contractor shall work with Department's Project Management Office to develop and/or vet interview questions that are specific to each category of key stakeholders as follows:
  - 2.6.6.1. Key executives to understand the strategic view of the agency's mission and program goals.

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12/14/18



- 2.6.6.2. Key technology specialists to understand the Department's system environment and standards.
- 2.6.6.3. Key program business stakeholders to assess current and future business needs.
- 2.6.6.4. Key technical stakeholders to assess State IT requirements.
- 2.6.7. The Contractor shall document all interviews and workshops and:
  - 2.6.7.1. Provide the documentation to the Department for review and feedback.
  - 2.6.7.2. Edit documentation according to Department input, if necessary.
  - 2.6.7.3. Provide the final documentation to the Department for approval.

**2.7. Project Work Plan**

- 2.7.1. The Contractor shall develop a Work Plan that includes, but is not limited to:
  - 2.7.1.1. An aggressive timeline that maximizes productivity for the completion of a Systems Requirements Document.
  - 2.7.1.2. An on-site/off-site schedule for interfacing with the Department resources.
  - 2.7.1.3. Workshop walk-throughs with Department staff for comments and feedback on deliverables.
  - 2.7.1.4. Clear expectations for the project.
- 2.7.2. The Contractor shall ensure the Work Plan is structured in two (2) overlapping phases made up of five (5) logical stages configurable for the Department.
- 2.7.3. **Phase I - Project Management and Data Gathering**, which consists of Project Initiation and Needs Assessment. The Contractor shall:
  - 2.7.3.1. Conduct a preliminary review of previous project research identified as potentially relevant for the project simultaneously with the project organization tasks, in conjunction with the Department, and prior to the start of requirements gathering.
  - 2.7.3.2. Organize a detailed review of functional components in order that the review of previous research for each component is completed simultaneously with Application Requirements sessions and interviews beginning in order to:
    - 2.7.3.2.1. Have a more complete picture of how the components meet the needs of the Department.
    - 2.7.3.2.2. Provide visibility into gaps and priorities that will become requirements for the new system.

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12/14/18



- 2.7.3.3. Ensure the work stream provides the foundation for the process maps and informs the system requirements document.
- 2.7.3.4. Work with Department staff to complete Stage 1.
- 2.7.4. **Phase II - Analysis, Reports and Presentations**, which consists of a Feasibility Analysis, Requirements Analysis, and Alternatives Analysis, and Reports. The Contractor shall:
  - 2.7.4.1. Focus on completing the System Requirements Document by January of 2019.
  - 2.7.4.2. Begin with analysis of the data to inform the needs assessment work that informs the System Requirements Document and the future state process maps.
- 2.7.5. **Stage 1 – Initiation** – The Contractor shall:
  - 2.7.5.1. Conduct a “kick-off” meeting with Department staff within ten (10) business days of the contract effective date in order to:
    - 2.7.5.1.1. Discuss the project scope, objectives and Work Plan.
    - 2.7.5.1.2. Identify potential barriers and risks for the development of early mitigation strategies.
    - 2.7.5.1.3. Identify the finalization of the baseline project schedule
  - 2.7.5.2. Work with the Department to construct a matrix of stakeholder outreach interviews.
  - 2.7.5.3. Provide weekly project reports to the Department during the Initiation stage.
  - 2.7.5.4. Develop a foundational knowledge of the Department’s strategic business objectives to be supported by the new system by reviewing previous project research, including but not limited to:
    - 2.7.5.4.1. Lean Process Improvement Event Workflow, Summary, and Findings – End-to-end current state workflow and system environment.
    - 2.7.5.4.2. Lean Process Improvement Event for the full Budget Tracking System (BTS) and Prior Authorization (PA) approval processes – Summary, findings and True North workflow.
    - 2.7.5.4.3. New Hampshire Legislative Budget Assistant (LBA) Health and Human Services Bureau of Developmental Services Unspent Appropriations Performance Audit Report, February 2016.

KF  
12/4/18



- 2.7.5.4.4. Budget Tracking System User Manual.
  - 2.7.5.4.5. NH Leads Functionality Catalog.
  - 2.7.5.4.6. NH Leads Data Dictionary.
  - 2.7.5.4.7. Budget Tracking System Data Dictionary.
  - 2.7.5.4.8. Request for Information – 18 vendor submissions.
  - 2.7.5.4.9. Current RFPs from other States.
  - 2.7.5.4.10. Preliminary business function requirements from external service providers (Area Agencies).
- 2.7.5.5. Review previous project research and artifacts to develop a baseline for defining the framework for gathering requirements and conducting the analysis of alternatives, which includes, but is not limited to:
- 2.7.5.5.1. Background, goals and objectives for the replacement system.
  - 2.7.5.5.2. Procedures for the business processes supported.
  - 2.7.5.5.3. Functionality of the current systems.
  - 2.7.5.5.4. Gaps in information that must be filled moving forward.
- 2.7.6. Stage 2 - Needs Assessment – The Contractor shall:
- 2.7.6.1. Assemble additional information regarding the Department's business environment and the technical environment in order to begin building the Feasibility Analysis Report (FAR). The Contractor shall:
    - 2.7.6.1.1. Conduct current business and technical environment analysis to understand the current business and technical environment in which the new solution must operate.
    - 2.7.6.1.2. Conduct baseline cost analysis to identify the current costs that are associated with maintaining the system.
    - 2.7.6.1.3. Meet with Department subject matter experts (SMEs) for discussions that focus on identifying current system capabilities and unmet needs in order to refine the Department's understanding of the current business and technical environments.

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12/14/18



- 2.7.6.1.4. Utilize the Department's existing documentation on current system/processes to:
  - 2.7.6.1.4.1. Discuss opportunities for improvement and augment the research with focus groups and interviews with Department staff and external stakeholders.
  - 2.7.6.1.4.2. Understand the business problems and opportunities as well as the system requirements to be addressed as part of the project.
- 2.7.6.2. Create a matrix of existing and desired system features and shall use the matrix in the requirement identification process.
- 2.7.6.3. Utilize the results of the Needs Assessment stage to define the Business Case that will be used in the FAR.
- 2.7.7. Stage 3 – Requirements Analysis – The Contractor shall:
  - 2.7.7.1. Gather data to determine the requirements that must be met by the new solution.
  - 2.7.7.2. Ensure the requirements are high-level statements that define what the system must provide or support.
  - 2.7.7.3. The requirements are foundational to identifying the solution boundaries.
  - 2.7.7.4. Identify and validate requirements including, but not limited to:
    - 2.7.7.4.1. **Joint Application Requirements (JAR) Sessions** that are:
      - 2.7.7.4.1.1. Highly focused and structured groups designed to encourage diverse stakeholders to generate a clear list of business needs.
      - 2.7.7.4.1.2. Able to offer a collaborative approach to business process definition, review, and validation.
      - 2.7.7.4.1.3. Inclusive of a number of participants, a facilitator and a scribe to record the results of the session.
      - 2.7.7.4.1.4. Focused on achieving consensus concerning business process.
      - 2.7.7.4.1.5. Carefully planned and coordinated.

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12/4/18



- 2.7.7.4.1.6. Utilized to address specialized business problems.
- 2.7.7.4.2. **Surveys** that include but are not limited to:
  - 2.7.7.4.2.1. A list of structured questions that are distributed to specific groups.
  - 2.7.7.4.2.2. A review of the questions with the Department's project team.
  - 2.7.7.4.2.3. Incorporated feedback from the Department prior to distribution.
- 2.7.7.4.3. **Executive Interviews** that are:
  - 2.7.7.4.3.1. Conducted early in the process to ensure the visions of the organization and of the project are clearly understood and defined prior to beginning work.
  - 2.7.7.4.3.2. Conducted in order to gain a deeper understanding of the strategic goals and objectives of the Department.
  - 2.7.7.4.3.3. Conduct a second time, as necessary, in order to obtain clarification where needed and to provide status updates of the information gathering activity.
- 2.7.7.4.4. **Focus Groups** that allow a forum for individuals who may not have been included in JADs or executive interviews in order that they have a voice in key areas of the process as peripheral stakeholders whose needs are considered for the future state of the system. The Contractor shall:
  - 2.7.7.4.4.1. Work with the Department to identify focus group participants.
  - 2.7.7.4.4.2. Conduct one (1) initial session in-person, followed by a Webinar to validate and confirm findings.
- 2.7.7.4.5. **Brainstorming** that involves the generation of creative ideas around a particular area of interest resulting in an analysis of those ideas that are rated according to their appropriateness.
- 2.7.7.4.6. **Documentation Review** of previous research, organizational documentation, desk procedures,

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12/4/18



and technical architecture documents, which upon finalization shall be incorporated into the FAR and Systems Requirements Final Reports and utilized in the analysis of alternative solutions in the marketplace.

- 2.7.8. Stage 4 – Alternatives Analysis – The Contractor shall perform analysis as described in Section 2.2, 2.3 and 2.4, above.
- 2.7.9. Stage 5 – Analyses and Reports - The Contractor shall present the final reports specified in the deliverables in Section 3, below for Department acceptance.

**3. Deliverables**

- 3.1. The Contractor shall complete all deliverables in the Deliverables table below to assist the Department in developing a Request for Proposals to procure new technology.
- 3.2. The Contractor shall ensure deliverables are completed in accordance with the timeframes described below.

**3.3. Deliverables and Deliverables Schedule**

	Activity / Deliverable / Milestone	Deliverable Type	Schedule
3.3.1.	Conduct project kick-off meeting	Non-Software	Week 1
3.3.2.	Finalized Work Plan	Written	Week 2
3.3.3.	Weekly Stakeholder Outreach/interview progress report	Written	Week 3-8
3.3.4.	Weekly project status reports	Written	Weeks 3-13
3.3.5.	Interview key executive management to gain a strategic view of the agency's mission and program goals	Written	Week 3-8
3.3.6.	Interview key technology specialists to understand the DHHS System environment and standards.	Written	Week 3-8
3.3.7.	Interview key program business stakeholders to assess current and future business needs.	Written	Week 3-8

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*12/4/18*

New Hampshire Department of Health and Human Services  
 Consulting Services for Modernized Developmental Services IT Systems  
 Exhibit A



3.3.8.	Create a process map for current and future workflows.	Written	Week 3-8
3.3.9.	Conduct detailed market analysis including research of industry standards and possible solutions.	Written	Week 3-8
3.3.10.	Interview key technical stakeholders to assess State IT requirements	Written	Week 3-8
3.3.11.	Interview appropriate stakeholders to assess State security requirements	Written	Week 3-8
3.3.12.	Conduct research to determine budget estimates for the implementation of the new BDS System	Written	Week 3-8
3.3.13.	Provide business and technical stakeholders with proposed findings for validation prior to preliminary findings presentation	Written	Week 6-7
3.3.14.	Presentation of Preliminary findings	Written Non Software	Week 6-7
3.3.15.	State acceptance of preliminary findings.	Written	Week 7
3.3.16.	Delivery of final report	Written	Week 10
3.3.17.	Develop budget estimates for the implementation of the proposed solutions.	Written	Week 10
3.3.18.	Final reports submitted and accepted by DHHS	Written	Week 13
3.3.19.	Feasibility Analysis Report – The Feasibility Analysis Report shall consider opportunities to leverage the technology investment across three DHHS program areas. The report shall include sections on scope, criteria, evaluation, benefits and risks, conclusions and recommendations.	Written	Week 6-9

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12/4/18





3.3.20.	System Requirements Document – formal statement of a system's business and technical requirements, including, but not limited to: functional process requirements, data requirements, reporting and data access, system interface requirements, nonfunctional or operational requirements. This report will be developed for ONE (1) recommended solution as selected by the State.	Written	Week 7-9
3.3.21.	Project Deliverables and Acceptance Criteria - A document listing the specific, measurable deliverables for implementing the system with associated acceptance criteria including a formal statement of needs, rules, tests, requirements, and standards that must be used in reviewing each deliverable for acceptance by the Department. This report will be developed for ONE (1) recommended solution as selected by the State.	Written	Week 6
3.3.22.	Market Research Report – a document featuring the results of market research on potential solutions available in the commercial and public sector market places and an estimated budget, considering ALL of the potential solutions in RFP-218-BDS-11-CONSU, Section 3. STATEMENT OF WORK, Subsection 3.2, Potential Solutions.	Written	Week 10-12
3.3.23.	Solution Recommendations - Using the research conducted, provide “build/buy/enhance” analysis including assumptions and constraints. Include consideration of ALL of the potential solutions in RFP-218-BDS-11-CONSU, Section 3. STATEMENT OF WORK, Subsection 3.2, Potential Solutions	Written	Week 10-12

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12/4/18



3.3.24.	Identify Risks – Provide a list and description of potential risks, considering ALL of the potential solutions in RFP-218-BDS-11-CONSU, Section 3. STATEMENT OF WORK, Subsection 3.2, Potential Solutions.	Written	Week 6-13
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**4. Staffing**

4.1. The Contractor's Project Team shall include, but is not limited to:

4.1.1. Engagement Manager who shall:

- 4.1.1.1. Be responsible for providing contract management and project oversight to ensure that the Department is fully satisfied with the delivery of services.
- 4.1.1.2. Maintain contact and communication with all project team members and other participants to ensure conformance with requirements of each of the project and client user expectations.
- 4.1.1.3. Implement strong program management practices as well as contribute to standard client implementation methodologies and management best practices.

4.1.2. Project Manager who shall:

- 4.1.2.1. Be accountable for all aspects of the delivery of the project.
- 4.1.2.2. Oversee project operations.
- 4.1.2.3. Manage scope, schedule, budget, quality and resources.
- 4.1.2.4. Be the primary point of contact for the project.

4.1.3. Systems Architect who shall:

- 4.1.3.1. Be skilled in technology architecture and design.
- 4.1.3.2. Work with Department technical staff to ensure all technical and systems requirements are identified, classified, and prioritized.

4.1.4. Lead Consultant who shall:

- 4.1.4.1. Be responsible for executing project activities, deliverable production and subject matter expertise.
- 4.1.4.2. Provide key program domain, data management and federal reporting expertise.



- 4.1.5. *Consultant who shall:*
  - 4.1.5.1. Support the Lead Consultant by providing business analysis, feasibility study and technical writing skills to support the needs of the project.
  - 4.1.5.2. Provide expertise in the area of feasibility studies, cost management and benefit analysis and business analysis skills.

**4.2.** The Contractor shall ensure the Project Team possesses:

- 4.2.1. Subject matter expertise and experience in Medicaid or waiver eligibility, billing and prior authorization.
- 4.2.2. Subject matter expertise and experience in long-term care services delivery;
- 4.2.3. Business and systems analysis expertise and experience;
- 4.2.4. Conceptual systems design expertise and experience;
- 4.2.5. Systems architecture expertise and experience;
- 4.2.6. Security expertise and experience;
- 4.2.7. Project management expertise and experience;
- 4.2.8. Business and technical writing; and
- 4.2.9. Excellent active listening skills that is leads to building trust, consensus and enables prompt resolution of conflicting requirements

**5. Reporting**

- 5.1. The Contractor shall follow the New Hampshire DoIT Standards (Exhibits A-1 and A-2) for System Requirements Documentation or alternative format approved by the Department;
- 5.2. The Contractor shall provide weekly project reports to the Department for comments and feedback during the initiation stage in accordance with sections 2.7.5.3 and 3.3.4. (Deliverables).
- 5.3. The Contractor shall submit a Final Feasibility Analysis Report to the Department in accordance with Section 3.3.19. (Deliverables);
- 5.4. The Contractor shall submit a report on functional (business) and non-functional (technical) requirements for a modernized BDS information technology system in accordance with Section 3.3.20. (Deliverables).
- 5.5. The Contractor shall submit a report that outlines the Deliverables and Acceptance Criteria and lists the specific, measurable deliverables for implementing the new system with associated acceptance criteria in accordance with Section 3.3.21. (Deliverables).

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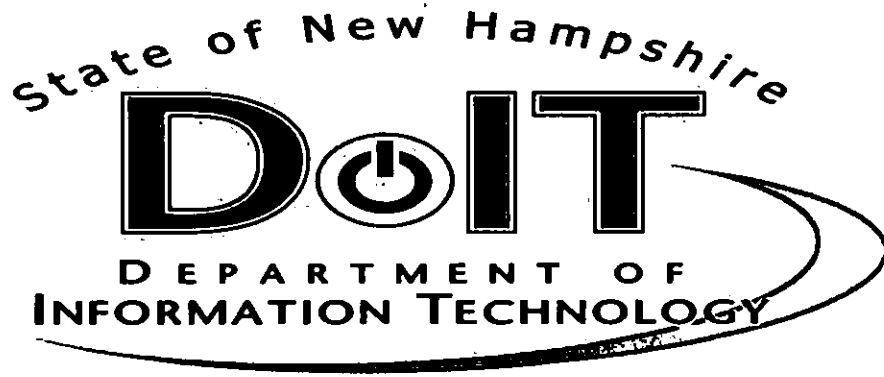


- 5.6. The Contractor shall submit a Market Research Report that includes, but is not limited to, the results of market research on potential solutions available in the commercial and public sector market places in accordance with Section 3.3.22. (Deliverables). The Market Research Report shall include:
- 5.6.1. Estimated budgets.
  - 5.6.2. Cost/benefit analysis.
  - 5.6.3. Assumptions and constraints.
- 5.7. The Contractor shall submit a Solution Recommendations document that utilizes the internal and external research conducted in accordance with Section 3.3.23. (Deliverables).
- 5.8. The Contractor shall submit a Potential Risk Report that identifies risks associated with solution recommendations in accordance with Section 3.3.24. (Deliverables).

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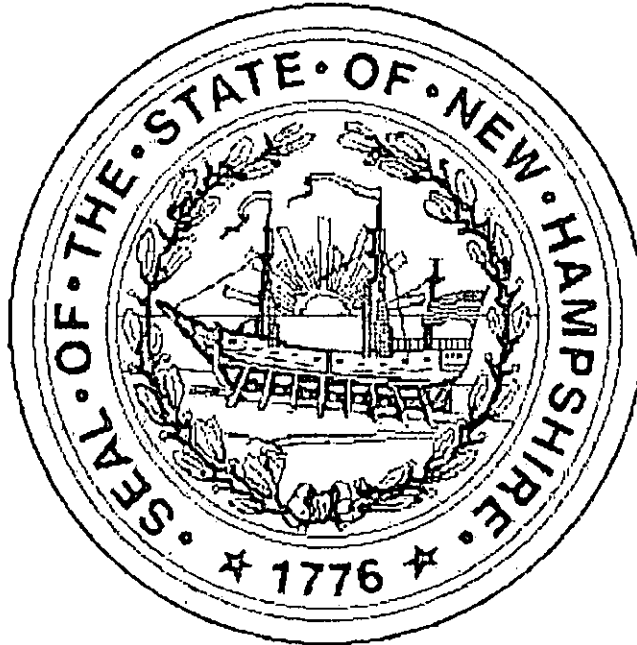
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Exhibit A-1 – DoIT Standards



**<Application Name>**  
**Functional Design Phase**  
**Business Requirements Document**

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Version 1.0

<APPLICATION NAME>  
NH Department of Health & Human Services  
Functional Design Phase Business Requirements Document

**TABLE OF CONTENTS**

<b>1.</b>	<b>INTRODUCTION.....</b>	<b>3</b>
1.1	USING THIS DOCUMENT.....	3
1.2	PURPOSE.....	3
1.3	BUSINESS OWNERS AND CONTACTS .....	3
1.4	SIGNOFFS.....	3
1.5	REVISION HISTORY.....	4
1.6	REFERENCED DOCUMENTS .....	4
1.7	DEFINITIONS, ACRONYMS AND ABBREVIATIONS .....	4
<b>2.</b>	<b>PROJECT OVERVIEW: .....</b>	<b>4</b>
<b>3.</b>	<b>ASSUMPTIONS, CONSTRAINTS AND SCOPE: .....</b>	<b>4</b>
<b>4.</b>	<b>PROCESS FLOWS.....</b>	<b>5</b>
4.1	CURRENT/EXISTING PROCESS WORKFLOW .....	5
<b>5.</b>	<b>BUSINESS REQUIREMENTS: .....</b>	<b>5</b>
5.1	BUSINESS REQUIREMENTS MATRIX.....	5
<b>6.</b>	<b>ACCEPTANCE CRITERIA.....</b>	<b>8</b>
6.1	ACCEPTANCE CRITERIA MATRIX.....	8
<b>7.</b>	<b>ISSUES LOG.....</b>	<b>8</b>

<APPLICATION NAME>  
 NH Department of Health & Human Services  
 Functional Design Phase Business Requirements Document

**1. INTRODUCTION**

**1.1 Using this Document**

<The text enclosed in the less-than/greater-than symbols is included for the benefit of the person writing the document and should be removed before the document is finalized.>

Requirements for software systems should be customized to the needs of the project building the system. This template is one of many documents related to this software development project. It is organized such that it can be a stand-alone document or combined with other Functional Design Phase documents, i.e. Functional Design, Solution Alternatives, based on the particular project. Please refer to Section 1.6 Referenced Documents for a listing of additional project-specific documentation.

**1.2 Purpose**

The purpose of this document is to serve as a basis for defining the Business Requirements from the Users perspective. The Business Requirements are to be composed by the Customer/User with some assistance from an DOIT/Technical team. The requirements contained within this document should stipulate what is needed, rather than how these needs will be met. Upon completion and approval of the business requirements, DOIT will define in detail all the system functions necessary to satisfy the business requirements which will be documented within the Functional Design Document.

**1.3 Business Owners and Contacts**

Name	Email	Phone	Role
John Doe	Jdoe@Me.com	303-471-8344	Project Manager
Joe Tester			System Test Lead
Jane ProdSupport			Production Support Mgr
Joe UserMgr			User Test Lead
Joe Developer			Developer – Presentation Tier
Jane Developer			Developer – Business Tier
Joe DBA			Data Base Administrator
Joe Tester			Tester
Jane Tester			Tester
Joe Customer			Department VP
Jane Customer			Department Mgr
Josey Customer			Product Support

**1.4 Signoffs**

Name	Date	Signature
John Doe, PM/DM	xx/xx/xx	
Joe Tester, System Test Lead		
Jane ProdSupport, Production Support Mgr		
Joe User Mgr, UM		
Joe Customer, Customer		

<APPLICATION NAME>  
 NH Department of Health & Human Services  
 Functional Design Phase Business Requirements Document

**1.5 Revision History**

Date	Reason for change(s)	Author(s)
07/01/2004	First Draft	John Doe
07/12/2004	Revision based on project launch committee meeting	Gotta Changit

**1.6 Referenced Documents**

Document	Version/Date	Author(s)
Project Concept Document	1/7/2004	John User

**1.7 Definitions, Acronyms and Abbreviations**

<This section contains definitions, acronyms and abbreviations referred to within this document that may need to be clarified to assist the reader in understanding the meaning and/or intent of the information contained within this document. Some examples are shown below. Please populate this section based on the specific content you provide for the Business Requirements for your project.>

- <ASP                    Application Service Provider>
- <Back-end            That portion of an application that the users do not interact with directly, relative to the client/server computing model, a front-end is likely to be a client and a back-end to be a server.>
- <Back-office        The internal business functions of a company such as finance, accounting, legal, human resources and operations.>
- <COTS                Commercial off-the-shelf. Describes ready-made products that can easily be obtained. The term is sometimes used in military procurement specifications.>

**2. PROJECT OVERVIEW:**

<Document an overview of this project. Information may include a narrative regarding the business needs that will be met through this project, the Stakeholders/Customers that will be impacted, a description of the reasons this project is being performed, an impact statement, and other relevant project level information..>

**3. ASSUMPTIONS, CONSTRAINTS AND SCOPE:**



<APPLICATION NAME>

NH Department of Health & Human Services  
Functional Design Phase Business Requirements Document

<Describe any constraints on the project that have a significant impact on the business requirements. (e.g. technology constraints, performance, requirements, end user characteristics, validations requirements, project constraints, etc.) Describe any assumption, background or dependency of the process, its use, the operational environment, or significant project issues. Define questions to be answered during the User Walk-Through. Define what will not be completed within the project, i.e. what is out of Scope.>

**4. PROCESS FLOWS.**

**4.1 Current/Existing Process Workflow**

<Describe the current/existing process workflow using flow diagrams (i.e. Visio Flowcharts) and/or a detailed narrative. This section describes the tasks that are carried out in the Business Process. A number of 'scenarios' which are specific examples of performing the task should be identified for each task to the extent that they exist.>

**5. BUSINESS REQUIREMENTS:**

<List requirements within the Business Requirements Matrix. We have included examples of requirement groups/categories, i.e. Functions/Features, Data Capture, Storage, Conversion and Exchange, Hardware and Software Platform, Output/Reports, Testing/Training, Security Requirements, Implementation, Performance and Response Time, Data Archival, Backup and Recovery. These requirement categories can be modified to better reflect the requirements of your project. For example, if you are releasing a new version of an existing application, you may want to categorize requirements by application component. Make sure that information within other project documentation, Functional Design, Solution Options, Technical Design, and Test Plan/Cases Documents, mirrors the categorization of these requirements for tracability.>

<A table format is recommended. All requirements should be numbered for tracking between this document and the Functional Design, the Chosen Option, the Technical Design, and the Test Plan Documents.>

**5.1 Business Requirements Matrix**

The requirements matrices that follow present a numbered list of the requirements with a brief description, a priority and any comments. The priorities are:

- M - the requirement is mandatory
- D - the requirement is desirable
- F - the requirement is to be postponed to the future
- N - although discussed, no longer a requirement

<b>Functions/Features</b>			
No.	Description	Priority	Comments
1.0	Ability to store, search, retrieve, and print electronic images of scanned paper documents associated with an account.	M	Same functionality that existing in other agency application XYZ.
1.1	Automated routine for monthly reporting.	D	
1.2	The electronic format must follow an intuitive flow for data entry and provide features such as highlighting, table driven drop down lists, pre populated fields, re-centering and capturing system dates.	M	Should be consistent with other department applications.
1.x	.....		

<APPLICATION NAME>  
 NH Department of Health & Human Services  
 Functional Design Phase Business Requirements Document

<b>Data Capture, Storage, Conversion and Exchange</b>			
No.	Description	Priority	Comments
2.0	Import all existing electronic account information into new data repository. Verify that data meets all current business rules.	M	
2.1	Scan in all historical documents and associate with existing accounts where appropriate.	D	Requires 2.0 be completed.
2.2	Accept XML files supplied by accounts and update repository.	M	
2.x	.....		

<b>Hardware and Software Platform</b>			
No.	Description	Priority	Comments
3.0	The application must run on a Windows 2000 Server	D	
3.1	The repository should be built in the highest release of Oracle that is compatible with the other application components.	D	Mandatory where technology available
3.2	Image Scanning will take advantage of existing FileNet Solutions	M	
3.3	All Reporting functionality should be built using the Cognos Tool Set	D	
3.x	.....		

<b>Output/Reports</b>			
No.	Description	Priority	Comments
4.0	Account History Report.	M	
4.1	Account Notification Mail Merge Report.	M	
4.2	Data Transfer to existing accounting application for billing.	D	
4.3	Account Growth Report	D	
4.x	.....		

<b>Testing/Training</b>			
No.	Description	Priority	Comments
5.0	Scan, Search, Retrieve and Print Document.	M	
5.1	Minimum 2 months of parallel testing against existing process.	M	
5.2	All previously identified functions/features to be verified during acceptance testing by users.	D	
5.3	Create detailed and meaningful user documentation.	M	

<APPLICATION NAME>  
 NH Department of Health & Human Services  
 Functional Design Phase Business Requirements Document

5.4	Create a condensed training course (Estimate 2 Hours) to be attended by ### employee over a specified period.	M	Training facility will have to be reserved.
5.x	.....		

<b>Security Requirements</b>			
No.	Description	Priority	Comments
6.0	Create detailed and meaningful user documentation.	M	
6.1	Create a condensed training course (Estimate 2 Hours) to be attended by ### employee over a specified period.	M	Training facility will have to be reserved.
6.x	.....		

<b>Implementation</b>			
No.	Description	Priority	Comments
7.0	Detailed plan for application roll out will be created to insure a minimum amount of operational interruption.	M	
7.1	All client PC's will have supporting software loaded prior to application roll out.	D	Adobe reader and the Oracle client should already be on all PC's. Filenet Software can be loaded at any time prior to roll-out
7.x	.....		

<b>Performance and Response Time Requirements</b>			
No.	Description	Priority	Comments
8.0	Insure all data is backed up on a nightly basis.	M	
8.1	There should be a Department-Wide Presentation showing the major features of the new application prior to the application roll out.	D	
8.2	The account community should be notified of any issues that may effect them as a result of this roll out.	D	
8.x	.....		

<b>Data Archival, Backup and Recovery Requirements</b>			
No.	Description	Priority	Comments
8.0	Insure all data is backed up on a nightly basis.	M	
8.1	There should be a Department-Wide Presentation showing the major features of the new application prior to the application roll out.	D	

<APPLICATION NAME>  
 NH Department of Health & Human Services  
 Functional Design Phase Business Requirements Document

8.2	The account community should be notified of any issues that may effect them as a result of this roll out.	D	
8.x	.....		

**6. ACCEPTANCE CRITERIA**

<Include a statement/summary of the acceptance criteria.>

**6.1 Acceptance Criteria Matrix**

<List the acceptance criteria within the Table below. Include a Criteria ID, Description, Measurement, and which Requirements the acceptance criteria maps to. >

Criteria Id.	Description	Measurement	Requirement(s) Validated

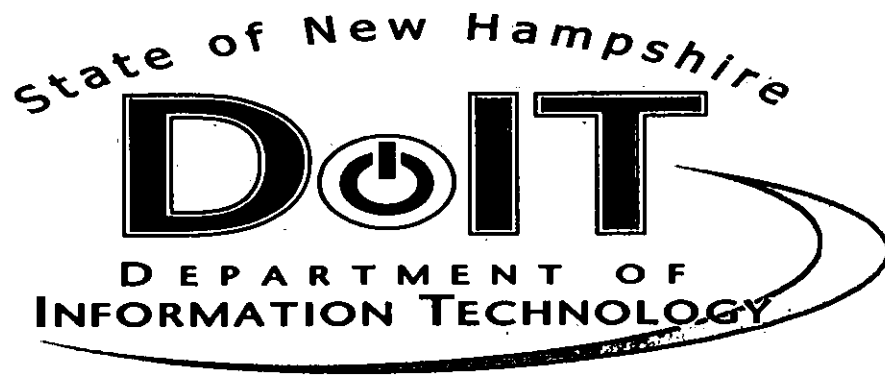
**7. ISSUES LOG**

<The issues log is a table that tracks any issues that arise after this document is approved and signed. Its purpose is to update the document while leaving the original content intact. The issues log can be maintained in an Excel worksheet and "pasted" into this Word document.

The issues log should include the following details:

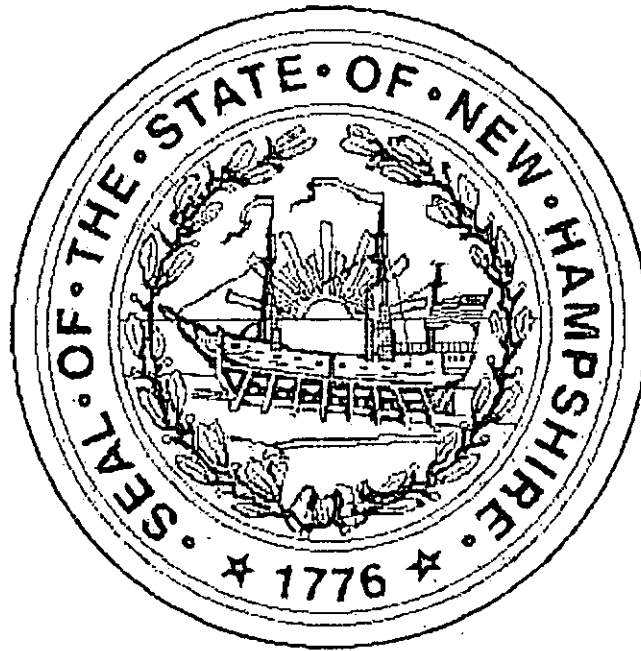
- Issue Number
- Date Logged
- Requirement Number (a reference to the original requirement that is impacted)
- Issue description
- Resolution description
- Date Resolved
- Decision Made By

The issues log worksheet can also be used to track all requirements, design/development, and/or solution alternatives issues that occur after the corresponding documentation is signed. >



## Use Case Reference

---



## 1. Guidance for Use Case Template

Document each use case using the template shown in the Appendix. This section provides a description of each section in the use case template.

## 2. Use Case Identification

### 2.1. *Use Case ID*

Give each use case a unique integer sequence number identifier. Alternatively, use a hierarchical form: X.Y. Related use cases can be grouped in the hierarchy.

### 2.2. *Use Case Name*

State a concise, results-oriented name for the use case. These reflect the tasks the user needs to be able to accomplish using the system. Include an action verb and a noun. Some examples:

- View part number information.
- Manually mark hypertext source and establish link to target.
- Place an order for a CD with the updated software version.

### 2.3. *Use Case History*

#### 2.3.1 **Created By**

Supply the name of the person who initially documented this use case.

#### 2.3.2 **Date Created**

Enter the date on which the use case was initially documented.

#### 2.3.3 **Last Updated By**

Supply the name of the person who performed the most recent update to the use case description.

#### 2.3.4 **Date Last Updated**

Enter the date on which the use case was most recently updated.

## 3. Use Case Definition

### 3.1. *Actor*

An actor is a person or other entity external to the software system being specified who interacts with the system and performs use cases to accomplish tasks. Different actors often correspond to different user classes, or roles, identified from the customer community that will use the product. Name the actor that will be initiating this use case and any other actors who will participate in completing the use case.

### 3.2. *Description*

Provide a brief description of the reason for and outcome of this use case, or a high-level description of the sequence of actions and the outcome of executing the use case.

### **3.3. Preconditions**

List any activities that must take place, or any conditions that must be true, before the use case can be started. Number each precondition. Examples:

1. User's identity has been authenticated.
2. User's computer has sufficient free memory available to launch task.

### **3.4. Postconditions**

Describe the state of the system at the conclusion of the use case execution. Number each postcondition. Examples:

1. Document contains only valid SGML tags.
2. Price of item in database has been updated with new value.

### **3.5. Normal Flow**

Provide a detailed description of the user actions and system responses that will take place during execution of the use case under normal, expected conditions. This dialog sequence will ultimately lead to accomplishing the goal stated in the use case name and description. This description may be written as an answer to the hypothetical question, "How do I <accomplish the task stated in the use case name>?" This is best done as a numbered list of actions performed by the actor, alternating with responses provided by the system. The normal flow is numbered "X.0", where "X" is the Use Case ID.

### **3.6. Alternative Flows**

Document other, legitimate usage scenarios that can take place within this use case separately in this section. State the alternative flow, and describe any differences in the sequence of steps that take place. Number each alternative flow in the form "X.Y", where "X" is the Use Case ID and Y is a sequence number for the alternative flow. For example, "5.3" would indicate the third alternative flow for use case number 5.

### **3.7. Exceptions**

Describe any anticipated error conditions that could occur during execution of the use case, and define how the system is to respond to those conditions. Also, describe how the system is to respond if the use case execution fails for some unanticipated reason. If the use case results in a durable state change in a database or the outside world, state whether the change is rolled back, completed correctly, partially completed with a known state, or left in an undetermined state as a result of the exception. Number each alternative flow in the form "X.Y.E.Z", where "X" is the Use Case ID, Y indicates the normal (0) or alternative (>0) flow during which this exception could take place, "E" indicates an exception, and "Z" is a sequence number for the exceptions. For example "5.0.E.2" would indicate the second exception for the normal flow for use case number 5.

### **3.8. Includes**

List any other use cases that are included ("called") by this use case. Common functionality that appears in multiple use cases can be split out into a separate use case that is included by the ones that need that common functionality.

### **3.9. Priority**

Indicate the relative priority of implementing the functionality required to allow this use case to be executed. The priority scheme used must be the same as that used in the software requirements specification.

### **3.10. Frequency of Use**

Estimate the number of times this use case will be performed by the actors per some appropriate unit of time.

**3.11. Business Rules**

List any business rules that influence this use case.

**3.12. Special Requirements**

Identify any additional requirements, such as nonfunctional requirements, for the use case that may need to be addressed during design or implementation. These may include performance requirements or other quality attributes.

**3.13. Assumptions**

List any assumptions that were made in the analysis that led to accepting this use case into the product description and writing the use case description.

**3.14. Notes and Issues**

List any additional comments about this use case or any remaining open issues or TBDs (To Be Determineds) that must be resolved. Identify who will resolve each issue, the due date, and what the resolution ultimately is.



Use Case Reference

4. Use Case Template

Use Case ID:			
Use Case Name:			
Created By:		Last Updated By:	
Date Created:		Date Last Updated:	

Actors:	
Description:	
Preconditions:	1. 2. 3.
Postconditions:	1. 2. 3. 4.
Normal Flow:	1. 2. 3. 4. 5.
Alternative Flows:	1. 2. 3.
Exceptions:	
Includes:	
Priority:	
Frequency of Use:	
Business Rules:	
Special Requirements:	
Assumptions:	
Notes and Issues:	



**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Federal Funds from The Centers for Medicare and Medicaid Services, CFDA #93.778, Federal Award Identification Number (FAIN), 1905NH5ADM and State General Funds.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for said services shall be made as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for Deliverables completed in fulfillment of this Agreement, and shall be in accordance with the Exhibit B-1 Deliverables Cost Schedule.
  - 4.2. The Contractor shall submit invoices in a form satisfactory to the State within twenty (20) working days of completing a deliverable(s), requesting reimbursement for said deliverable(s). The invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
  - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
  - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
  - 4.5. Invoices shall be mailed to:

Financial Administrator  
Department of Health and Human Services  
Bureau of Developmental Services  
105 Pleasant Street  
Concord, NH 03301
  - 4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and Exhibit B-1 Deliverables Cost Schedule.
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.
6. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Contractor Initials KF  
Date 12/4/18



Exhibit B-1

**Deliverables Cost Schedule**

Ref #	Activity, Deliverable, or Milestone	Deliverable Type	Proposed Schedule	Price
	<b>Project Management</b>			<b>\$12,000</b>
1	Conduct project kick-off meeting	Non-Software	Week 1	\$5,640
2	Finalized work plan	Written	Week 2	\$950
3	<u>Weekly</u> stakeholder outreach/ interview progress report	Written	Week 3-8	\$1,780
4	Weekly project status reports	Written	Week 3-13	\$3,630
	<b>Research</b>			<b>\$99,630</b>
5	Interview key executive management to gain a strategic view of the agency's mission and program goals.	Written	Week 3-8	\$15,500
6	Interview key technology specialists to understand the DHHS system environment and standards.	Written	Week 3-8	\$11,530
7	Interview key program business stakeholders to assess current and future business needs	Written	Week 3-8	\$25,500
8	Create a process map for current and future workflows.	Written	Week 3-8	\$19,500
9	Conduct detailed market analysis, including research of industry standards and possible solutions	Written	Week 3-8	\$14,800
10	Interview key technical stakeholders to assess State IT requirements	Written	Week 3-8	\$1,500
11	Interview appropriate stakeholders to assess State security requirements	Written	Week 3-8	\$1,500
12	Conduct research to determine budget estimates for the implementation of the new BDS system.	Written	Week 3-8	\$9,800
	<b>Presentation</b>			<b>\$109,630</b>
13	Provide business and technical stakeholders with proposed findings for validation prior to preliminary findings presentation	Written	Week 6-7	\$38,900
14	Presentation of preliminary findings	Written Non-Software	Week 6-7	\$18,800
15	State acceptance of preliminary findings	Written	Week 7	\$5,400
16	Delivery of final report	Written	Week 10	\$8,900
17	Develop budget estimates for the implementation of the proposed	Written	Week 10	\$34,830



Exhibit B-1

	solutions.			
18	Final reports submitted and accepted by DHHS	Written	Week 13	\$2,800
	<b>Final Reports</b>			<b>\$276,888</b>
19	<b>Feasibility Analysis Report</b> – The Feasibility Analysis Report shall consider opportunities to leverage the technology investment across three DHHS program areas. The report shall include sections on scope, criteria, evaluation, benefits and risks, conclusions and recommendations.	Written	Week 6-9	\$125,988
20	<b>System Requirements Document</b> – formal statement of a system’s business and technical requirements, including, but not limited to: functional process requirements, data requirements, reporting and data access, system interface requirements, non-functional or operational requirements. <u><b>This report will be developed for ONE (1) recommended solution as selected by the State.</b></u>	Written	Week 7-9	\$98,750
21	<b>Project Deliverables and Acceptance Criteria - <u>A document listing the specific, measurable deliverables for implementing the system with associated acceptance criteria including a formal statement of needs, rules, tests, requirements, and standards that must be used in reviewing each deliverable for acceptance by the Department.</u></b> <u><b>This report will be developed for ONE (1) recommended solution as selected by the State.</b></u>	Written	Week 6	\$24,600
22	<b><u>RESERVED</u></b>			
23	<b>Market Research Report</b> – a document featuring the results of market research on potential solutions available in the commercial and public sector market places and an estimated budget, <u><b>considering</b></u>	Written	Week 10-12	



Exhibit B-1

	<u><i>ALL of the potential solutions in RFP-218-BDS-11-CONSU, Section 3. STATEMENT OF WORK, Subsection 3.2, Potential Solutions.</i></u>			
24	Solution Recommendations - Using the research conducted, provide "build/buy/enhance" analysis including assumptions and constraints. <u><i>Include consideration of ALL of the potential solutions in RFP-218-BDS-11-CONSU, Section 3. STATEMENT OF WORK, Subsection 3.2, Potential Solutions</i></u>	Written	Week 10-12	
25	Identify Risks – Provide a list and description of potential risks, <u><i>considering ALL of the potential solutions in RFP-218-BDS-11-CONSU, Section 3. STATEMENT OF WORK, Subsection 3.2, Potential Solutions.</i></u>	Written	Week 6-13	
			<b>Total Cost:</b>	<b>\$498,148</b>



**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;

Exhibit C – Special Provisions

Contractor Initials

Date

VE  
12/4/18



- 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.

New Hampshire Department of Health and Human Services  
Exhibit C



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

Exhibit C - Special Provisions

Contractor Initials

Date





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

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- 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.

**20. Contract Definitions:**

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, 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.

1.2. Section 10, 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, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 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.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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**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

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New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

December 4, 2018  
Date

Kathleen Falk  
Name: Kathleen Falk  
Title: Practice Director

Contractor Initials KF  
Date 12/4/18



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:

December 4, 2018  
Date

Kathleen Fallon  
Name:  
Title: Practice Director  
Kathleen Fallon

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date

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12/4/18



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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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:

December 4, 2018  
Date

Kathleen Fallon  
Name: Kathleen Fallon,  
Title: Practice Director

Contractor Initials KF  
Date 12/4/18





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

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

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

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

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

Exhibit G

Contractor Initials

*GF*

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

*12/4/18*

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

December 4, 2018  
Date

Name:  
Title:

Kathleen Falk  
Kathleen Falk  
Practice Director

Exhibit G

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

Contractor Initials

KF

Date

12/4/18



**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:

December 4, 2018  
Date

Kathleen Falk  
Name: Kathleen Falk  
Title: Practice Director

Contractor Initials KF  
Date 12/4/18



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

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Exhibit I

- I. "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

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Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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

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Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

Public Consulting Group  
Kathleen Fallon  
Name of the Contractor

*Christine Santanillo*  
Signature of Authorized Representative

*Kathleen Fallon*  
Signature of Authorized Representative

Christine Santanillo  
Name of Authorized Representative

Kathleen Fallon  
Name of Authorized Representative

Director, DPHSS  
Title of Authorized Representative

Practice Area Director  
Title of Authorized Representative

12/5/18  
Date

December 4, 2018  
Date

Contractor Initials *KF*  
Date *12/4/18*



**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:

December 4, 2018  
Date

Kathleen [Signature]  
Name:  
Title: Practice Director

Contractor Initials KF  
Date 12/4/18



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: 18-282-6909
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

##### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
  10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
  11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

*JK*  
12/14/18



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

KF

12/4/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

IGF

12/4/18

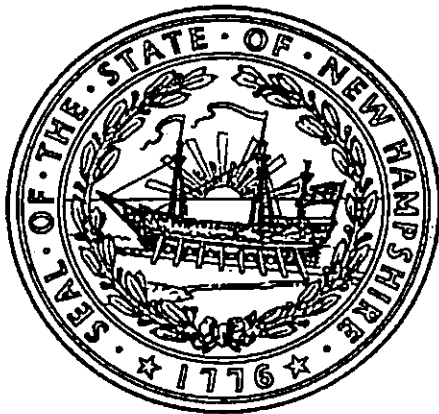
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PUBLIC CONSULTING GROUP, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 30, 1987. 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: 104752

Certificate Number: 0004132780



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of July A.D. 2018.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, William S. Mosakowski, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Member of Public Consulting Group, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of  
the Agency duly held on 12/04/2018:  
(Date)

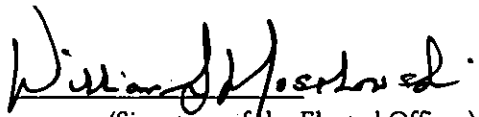
**RESOLVED:** That the Kathleen Fallon  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 4th day of December, 2018.  
(Date Contract Signed)

4. Kathleen Fallon is the duly elected Practice Area Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

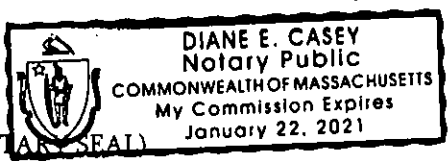
  
(Signature of the Elected Officer)

STATE OF MA

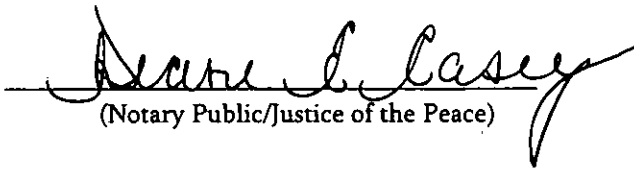
County of Suffolk

The forgoing instrument was acknowledged before me this 4th day of December, 2018.

By William S. Mosakowski  
(Name of Elected Officer of the Agency)



(NOTARY SEAL)

  
(Notary Public/Justice of the Peace)

Commission Expires: Jan 22, 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2018

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).

<b>PRODUCER</b> Hays Companies 133 Federal Street, 4th Floor  Boston MA 02110		<b>CONTACT NAME:</b> Tim Orcutt <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> torcutt@hayscompanies.com	
<b>INSURED</b> Public Consulting Group, Inc 148 State St. 10th Floor Boston MA 02109		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Great Northern Insurance Company	<b>NAIC #</b> 20303
		<b>INSURER B:</b> Federal Insurance Company	20281
		<b>INSURER C:</b> Allied World Specialty Insurance	10690
		<b>INSURER D:</b> Illinois Union Insurance Company	27960
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: \*18-19

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35855036	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73540440	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$			0311-2674	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71724811	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Cyber Liability Claims Made			G25611378 002 Retro Date: 2/27/1997	4/1/2018	4/1/2019	Each Claim/Aggregate \$10,000,000 Deductible \$100,000

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

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

James Hays/CQUIRK

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